Agenda of Regular Meeting and Public Hearing for Adoption of 2026-2027 Official Budget

The Board of Trustees
Ector County Independent School District

A Regular Meeting and Public Hearing for Adoption of 2026-2027 Official Budget of the Board of Trustees of Ector County Independent School District will be held June 16, 2026, 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 and Section 551.043(c) of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:
Camp SIP Students LaKamrynn Turks and Alyssa Hernandez
4. Invocation: ECISD Police Officer Deacon Leonard Hendon, St. Stephen's Catholic Church
5. Special Presentations:
Presentation of the Split Gavel Award to Tammy Hawkins
Presentation of the Extra Mile Award to Dawn Miller
Announcement of TASB Grassroots Scholarship Recipient
Recognition of New Tech Odessa Graduate Esteban Zubia as a National Academic Decathlon Qualifier
Announcement of Academic All-State Student-Athletes for Spring Semester
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BOND 2023 UPDATE

Superintendent and Board of Trustees will discuss various aspects of the 2023 Bond.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF BOND 2023 PURCHASES OVER $100,000**

DATE: June 16, 2026

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.

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Administrative Recommendation:
Approval of Bond 2023 Purchases over $100,000

ECISD
Request for Bond Purchases Over $100,000
June 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1B	PBK	$ 1,500,000	Bond Funds 693 Insurance Recovery Fund 475	Anthony Sorola District Operations	Renewal ECISD Awarded RFQ 24-10 3 of 4 Optional Renewals	Roofing Consultant Services	Roofing consultants to assist with Design/Engineering Services including but not limited to roof replacement and roof repair projects and miscellaneous related work, as it relates to priority 1 and priority 2 roofing issues.	FY 2026-2027
2B	Teinert Construction	$ 2,765,991	Bond Funds 693	Anthony Sorola District Operations	ECISD Awarded RFQ 24-26-2 3 of 4 Optional Renewals	Construction Manager at Risk (CMAR)	Teinert Construction has submitted their Guaranteed Maximum Price (GMP) for the Permian High School Auditorium Renovations. The Guaranteed Maximum Price, as submitted, includes the fees for Construction Period Services and General Conditions per the contract between Teinert Construction and the District.	FY 2026-2027
3B	Teinert Construction	$ 846,543	Bond Funds 693	Exalander Magallan District Operations	ECISD Awarded RFQ 24-26-2 3 of 4 Optional Renewals	Roofing Services	The construction manager at risk (CMAR) will manage the roofing projects from inception to completion at the following campuses: Burleson, Fly, Travis, and Zavala. These roofing projects are part of the 2023 Bond Package and will be the first roofing projects to be completed under the package.	FY 2026-2027
4B	Teinert	$ 63,685,399	Bond Funds 693	Anthony Sorola District Operations	ECISD RFQ 24-26-2 3 of 4 Optional Renewals	Construction Manager at Risk (CMAR)	Tienert has submitted their Guaranteed Maximum Price (GMP) for the new Career and Technology Center (CTE) project. The Guaranteed Maximum Price, as submitted, includes the fees for Construction Period Services and General Conditions per the contract between Tienert and the District.	FY 2026-2027
5B	LMC	$ 3,056,575	Bond Funds 694	Anthony Sorola District Operations	JOC Packages for 25-26 Bonham Middle School	Job Order Contracting Services	As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.	FY 2026-2027

Board Approval:_____

Date: 06/16/2026

ECISD
Request for Bond Purchases Over $100,000
June 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
6B	Mid-Tex of Midland Teinert Construction	$ 2,400,399	Bond Funds 695	Anthony Sorola District Operations	JOC Packages for 25-26 Bonham Middle School	Job Order Contracting Services	As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.	FY 2026-2027
7B	Amstar, Inc.	$ 618,016	Bond Funds 696	Anthony Sorola District Operations	JOC Packages for 25-26 Bonham Middle School	Job Order Contracting Services	As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.	FY 2026-2027

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N. Sam Houston
Odessa, TX 79761
432-456-9650

ECISD District Operations

Renewal RFQ #24-10 – Roofing Consultant Services – **3** of **4** Optional Renewals

- **Purpose:** District Operations is seeking Roofing Consultant Services for Bond related Priority 1 and Priority 2 construction. This is for 2026-2027 fiscal year.
- **Background Info:** As part of the bond package, The Ector County ISD will be utilizing roofing consultants to assist with Design/Engineering Services including but not limited to roof replacement and roof repair projects and miscellaneous related work, including assessing current school facilities, prioritizing facility needs, assisting the District with selection of a delivery method as set out by current Texas law, preparing designs and specifications, assisting with advertising for bids/proposals, assisting with evaluating the bids/proposals, producing construction documents, comprehensive oversight of the project, authorizing payments to contractor(s), etc. as it relates to priority 1 and priority 2 roofing issues.
- **Costs:** $1,500,000
- **Funding Source:** 693 – Bond Fund
  475 – Insurance Recovery Fund
- **Recommended Supplier/Service Provider(s):** Bluefin, LLC
  PBK

Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

Board Approval **Date**

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N. Sam Houston Odessa, TX
79761
432-456-9650

District Operations

Renewal RFQ # 24-26-2 Construction Manager At Risk (CMAR) Services -

- **Purpose:** The construction manager at risk (CMAR) will manage the construction project from inception to completion at Permian High School. These roofing projects are part of the 2023 Bond Package and will be the first roofing projects to be completed under the package.

- **Background Info:** The Ector County ISD (ECISD) solicited a Request for Qualifications (RFQ) for RFQ #24-26-2 Construction Manager At Risk (CMAR). 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: Not to exceed** $ 2,765,991

- **Funding Source:** 693 Bond Fund

- **Recommended Service Providers:** Teinert Construction

_____ _____

Board Approval Date

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N. Sam Houston Odessa, TX
79761
432-456-9650

District Operations

Renewal RFQ # 24-26-2 Construction Manager At Risk (CMAR) Services -

- **Purpose:** The construction manager at risk (CMAR) will manage the roofing projects from inception to completion at the following campuses: Burleson, Fly, Travis, and Zavala. These roofing projects are part of the 2023 Bond Package and will be the first roofing projects to be completed under the package.

- **Background Info:** The Ector County ISD (ECISD) solicited a Request for Qualifications (RFQ) for RFQ #24-26-2 Construction Manager At Risk (CMAR). 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: Not to exceed** $ 846,543

- **Funding Source:** 693 Bond Fund

- **Recommended Service Providers:** Teinert Construction

_____ _____

Board Approval Date

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N. Sam Houston Odessa, TX
79761
432-456-9650

District Operations

Renewal RFQ # 24-26-2 Construction Manager At Risk (CMAR) Services -

- **Purpose:** The construction manager at risk (CMAR) will manage the construction project from inception to completion at the new Advancing Trades, Learning, and Skills Center & Technical Education Center (ATLAS CTE Center) as part of the 2023 Bond Package.

- **Background Info:** The Ector County ISD (ECISD) solicited a Request for Qualifications (RFQ) for RFQ #24-26-2 Construction Manager At Risk (CMAR). 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: Not to exceed** $ 2,765,991

- **Funding Source:** 693 Bond Fund

- **Recommended Service Providers:** Teinert Construction

_____ _____

Board Approval Date

Anthony Sorola, Ed.D.
Associate Superintendent
District Operations
802 N. Sam Houston
Odessa, TX 79761
Anthony.Sorola@ectorcountyisd.org

ECISD District Operations

RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Bonham Middle School

- **Purpose:** LMC Corporation is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Bonham Middle School:
  - Fire & Life Safety
  - ADA Compliance
  - Electrical Distribution/Gear
  - Waterproofing/sealant
  - HVAC Mechanical
  - Plumbing- Sanitary Sewer
  - Plumbing- Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** $3,056,574.97
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:** LMC Corporation

_____ _____
Board Approval Date

Anthony Sorola
Associate Superintendent of District Operations
802 N. Sam Houston
Odessa, TX 79761
Anthony.Sorola@ectorcountyisd.org

RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – New Tech Odessa

- **Purpose:** Mid-Tex of Midland and Teinert Construction are the general contractors that will be completing the following priority 1 and 2 renovation tasks at New Tech Odessa:
  - Fire & Life Safety
  - Waterproofing/sealant
  - HVAC Mechanical

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** $2,400,398.70
- **Funding Source:** 693/Bond Funds
  - **Recommended Suppliers/Service Providers:** Mid-Tex of Midland & Teinert Construction

_____ _____
Board Approval Date

Anthony Sorola, Ed.D.
Associate Superintendent of District Operations
802 N. Sam Houston
Odessa, TX 79761
Anthony.Sorola@ectorcountyisd.org

RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Travis ES

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Travis Elementary School:
    - HVAC Mechanical
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
- **Cost:** $618,015.50
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
    - Amstar, Inc.

_____ _____
Board Approval Date

Ector County Independent School District
Action Page

TO: Board of Trustees

FROM: Anthony Sorola, Associate Superintendent of Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL TO DELEGATE AUTHORITY TO THE SUPERINTENDENT TO NEGOTIATE AND EXECUTE AN INDIVIDUAL JOB ORDER FOR THE BOND 2023 PRIORITY 1 & 2 CONSTRUCTION WITH THE LISTED GENERAL CONTRACTOR AT THE SPECIFIED COST – TRAVIS ES**

DATE: June 16, 2026

Pursuant to Texas Government Code Section 2269.053(a) and Board Policy CV (LEGAL), the administration recommends that the Board of Trustees hereby delegate to the Superintendent the authority to negotiate the terms of, and execute, a work order under the Job Order Contracts (AIA Document A121 Master Agreement Between Owner and Contractor) previously approved by the Board, for the cost of construction as being approved by the Board. The Board of Trustees also delegates to the Superintendent the authority to approve changes to the scope of work where such changes are within the Owner's contingency, and which do not exceed 10 percent of the estimated cost of work. Any such change shall be confirmed in writing between the Contractor and the Superintendent, and notice of such approved changes shall be given to the Board at its next regular meeting. The job order is as follows:

- Bond 2023 Priority 1 & 2 job order at Travis ES for Amstar, Inc. with an estimated cost of $618,015.50.

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Administrative Recommendation:

That the Board of Trustees hereby delegates to the Superintendent the authority to negotiate the terms of, and execute, the job order or work order for Travis ES. The Board of Trustees also delegates to the Superintendent the authority to approve changes to the work where such changes are within the Owner's contingency, and which do not exceed 10 percent of the cost of work.

Anthony Sorola, Ed.D.
Associate Superintendent of District Operations
802 N. Sam Houston
Odessa, TX 79761
Anthony.Sorola@ectorcountyisd.org

RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Travis ES

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Travis Elementary School:
    - HVAC Mechanical
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
- **Cost:** $618,015.50
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
    - Amstar, Inc.

_____ _____
Board Approval Date

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, Associate Superintendent of District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL TO REVISE THE ASSIGNED CONTRACTOR FOR AN INDIVIDUAL JOB ORDER FOR BOND 2023 PRIORITY 1 & 2 CONSTRUCTION – NEW TECH ODESSA**

DATE: June 16, 2026

Pursuant to Texas Government Code Section 2269.053(a) and Board Policy CV (LEGAL), the administration recommended that the Board of Trustees delegate to the Superintendent the authority to negotiate the terms of, and execute, a work order under the Job Order Contracts (AIA Document A121 Master Agreement Between Owner and Contractor) previously approved by the Board. The Board of Trustees also delegated to the Superintendent the authority to approve changes to the scope of work where such changes are within the Owner's contingency, and which do not exceed 10 percent of the estimated cost of work. The administration recommends that the assigned contractor for the Priority 1 and 2 job order tasks associated with New Tech Odessa be reassigned to Mid-Tex of Midland and Teinert Construction. This change will allow for the work associated with New Tech Odessa to be completed in the most expedient manner.

****

Administrative Recommendation:

That the Board of Trustees approve the change with regard to the assigned contractors for Bond 2023 Priority 1 and 2 job order tasks at New Tech Odessa.

Anthony Sorola
Associate Superintendent of District Operations
802 N. Sam Houston
Odessa, TX 79761
Anthony.Sorola@ectorcountyisd.org

ECISD District Operations

RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – New Tech Odessa

- **Purpose:** Mid-Tex of Midland and Teinert Construction are the general contractors that will be completing the following priority 1 and 2 renovation tasks at New Tech Odessa:
  - Fire & Life Safety
  - Waterproofing/sealant
  - HVAC Mechanical

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** $2,400,398.70
- **Funding Source:** 693/Bond Funds
  - **Recommended Suppliers/Service Providers:** Mid-Tex of Midland & Teinert Construction

_____ _____
Board Approval Date

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, Associate Superintendent of District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL TO REVISE THE ASSIGNED CONTRACTOR FOR AN INDIVIDUAL JOB ORDER FOR BOND 2023 PRIORITY 1 & 2 CONSTRUCTION – BONHAM MS**

DATE: June 16, 2026

Pursuant to Texas Government Code Section 2269.053(a) and Board Policy CV (LEGAL), the administration recommended that the Board of Trustees delegate to the Superintendent the authority to negotiate the terms of, and execute, a work order under the Job Order Contracts (AIA Document A121 Master Agreement Between Owner and Contractor) previously approved by the Board. The Board of Trustees also delegated to the Superintendent the authority to approve changes to the scope of work where such changes are within the Owner's contingency, and which do not exceed 10 percent of the estimated cost of work. The administration recommends that the assigned contractor for the Priority 1 and 2 job order tasks associated with Bonham MS be reassigned to LMC Construction. This change will allow for the work associated with Bonham MS to be completed in the most expedient manner.

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Administrative Recommendation:

That the Board of Trustees approve the change with regard to the assigned contractor for Bond 2023 Priority 1 and 2 job order tasks at Bonham MS.

Anthony Sorola, Ed.D.
Associate Superintendent
District Operations
802 N. Sam Houston
Odessa, TX 79761
Anthony.Sorola@ectorcountyisd.org

RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Bonham Middle School

- **Purpose:** LMC Corporation is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Bonham Middle School:
  - Fire & Life Safety
  - ADA Compliance
  - Electrical Distribution/Gear
  - Waterproofing/sealant
  - HVAC Mechanical
  - Plumbing- Sanitary Sewer
  - Plumbing- Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** $3,056,574.97
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:** LMC Corporation

_____ _____
Board Approval Date

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF AIA DOCUMENT A133 – 2019 EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT FOR DEMOLITION SERVICES RELATED TO THE TRANSPORTATION FACILITY PROJECT**

DATE: June 16, 2026

It is the recommendation of the administration that the Board of Trustees approve the AIA Document A133 – 2019 Exhibit A Guaranteed Maximum Price Amendment for demolition services related to the Transportation Facility Project. Approval of this GMP 1 will allow Teinert Construction to begin demolition services in preparation for the construction phase, which will commence once GMP 2 is presented and approved by the Board of Trustees in the early fall of 2026.

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Administrative Recommendation:

The administration requests that the Board approve the AIA Document A133 – 2019 Exhibit A Guaranteed Maximum Price Amendment presented by Teinert Construction for the Transportation Facility Project.

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 16th day of June in the year 2026 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 4th day of June in the year 2026 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

ECISD Transportation Facility Demolition Package

THE OWNER:
(Name, legal status, and address)

Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

WHEREAS, Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") entered into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Construction Manager have entered into AIA Document A133™-2019 Exhibit A 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 Construction Manager on this project,

THEREFORE, Owner and Construction 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 22 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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:09:07 ET on 06/11/2026 under Order No.3104239132 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1231447137)

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A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Three Hundred Eighty-Two Thousand Four Hundred Ten Dollars ($ 1,382,410.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Paragraph deleted)

Teinert – ECISD Transportation Demo Package – GMP Recap. Attachment #1 is incorporated herein by this reference as though laid out in full.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price: N/A

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ A.1.1.6 Unit prices, if any:

(Table deleted)(Paragraph deleted)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Day after Notice To Proceed is issued.

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The commencement date will be the first business day after the Construction Manager's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Construction Manager, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017, and the A133-2019 Exhibit B.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall diligently prosecute and achieve Substantial Completion of the entire Work:

[X] By the following date: 9/15/26

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

N/A

24

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed set forth in Section 6.1.11 of the Agreement, at $500.00 per day.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

(Table deleted)

§ A.3.1.2 The following Specifications:

See Attachment #2 – Plans & Specs

§ A.3.1.3 The following Drawings:

See Attachment #2 – Plans & Specs

(Row deleted)

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Paragraph deleted)

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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

See Attachment #3 – Assumptions & Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

N/A

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

25

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Daniel Horton President *(Printed name and title)*

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ECISD Transportation Demo Package
GMP Recap

Bid Date: 6/4/26
Permittable SF: 507,644 sf
Schedule: 2.0 mo

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	$/sqft
						-
General Conditions						-
	General Conditions		174,887	174,887	Teinert	0.34
	CM Contingency		25,000	25,000	Allowance	0.05
	Owner Contingency		25,000	25,000	Allowance	0.05
				0		-
Cost of Work				0		-
	Demo Permit		0	0	Excluded	-
	Dumpsters and Haul Off		13,000	13,000	COW	0.03
	Equipment Rentals		15,648	15,648	COW	0.03
	Rough Clean Up Labor		33,552	33,552	COW	0.07
	Weatherproofing		8,500	8,500	COW	0.02
	Temporary Fencing and site barricades		25,648	25,648	COW	0.05
	SWPPP		32,555	32,555	COW	0.06
	Equipment Salvage and Storage		50,000	50,000	COW	0.10
				0		-
Sub Contract Work				0		-
				0		-
	Selective/Structure Demolition		679,747	679,747	Robles1	1.34
				0		-
	Underground Piping, Fuel Tanks & Pumps, Demo Work		115,000	115,000	Allowance	0.23
				0		-
	Fire Suppression Demo		w/ Demo	0	Robles1	-
	Plumbing Make Safe		30,000	30,000	Robles1	0.06
	HVAC Make Safe		w/ Plumbing	0	Robles1	-
	Electrical Make Safe		80,525	80,525	Apple	0.16
				0		-
	SUBTOTAL		1,309,062	1,309,062		2.58
	SUBTOTAL			1,309,062	<<OK>>	2.58
	Sales Tax			EXEMPT		
	Builders Risk Metal Non-Combustible	0.015%		393		
	General Liability & Other Insurance	0.660%		8,640		0.02
	SUBTOTAL			1,318,095	<<OK>>	2.60
	Fee	3.000%		39,543		0.08
	GMP TOTAL			1,357,638		2.67
	Payment and Performance Bond			24,772		
	GMP TOTAL w/BOND			1,382,410		2.72

Voluntary ALTERNATE 1: Remove and Salvage Cranes

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	$/sqft
				0		-
	Remove/Demo Overhead Cranes		0	0		
				0		
				0		-
				0		-
	SUBTOTAL		0	0		-
					add check	-
	SUBTOTAL			0	<<OK>>	-
	Builder's Risk Insurance	*0.015%*		0		-
	General Liability & Other Insurance	*0.660%*		0		-
				0		-
	SUBTOTAL			0	<<OK>>	-
	Fee	*3.000%*		0		-
	TOTAL ALTERNATE #1			0	<<OK>>	-

TEINERT CONSTRUCTION

EXHIBIT A

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
2023 BOND PROGRAM NEW CONSTRUCTION
TRANSPORTATION FACILITY CENTER
8866 W LOOP 338
ODESSA TX 79761

04/30/2026

SHEET	DESCRIPTION	DATE
DRAWINGS	SHEET INDEX	4/30/2026
SPECIFICATIONS	PROJECT MANUAL	4/30/2026
ADDENDUM		
	ADDENDUM 1	5/5/2026
GENERAL		
G-001	COVER SHEET & SHEET INDEX	4/30/2026
ARCHITECTURAL		
AS-001	ARCHITECTURAL SITE DEMOLITION PLAN	4/30/2026
A-021	DEMOLITION PLAN OVERALL	4/30/2026
A-021A	DEMOLITION PLAN AREA A	4/30/2026
A-021B	DEMOLITION PLAN AREA B	4/30/2026
A-022	DEMOLITION RCP OVERALL	4/30/2026
A-022A	DEMOLITION RCP AREA A	4/30/2026
A-022B	DEMOLITION RCP AREA B	4/30/2026
ELECTRICAL		
ED-100	ELECTRICAL DEMOLITION SITE PLAN	5/5/2026

Attachment 03

Ector County ISD – Transportation Facility Demo
Odessa, TX

Assumptions and Clarifications

This Guaranteed Maximum Price (GMP)is based on reasonable assumptions and incorporates only certain costs and expenses that Teinert Construction (TEINERT), the Contractor, expects will be incurred in construction of the Work. Teinert warrants and guarantees that it has had an opportunity to visit the Job Site, to inspect the Job Site, and has performed a commercially reasonable investigation into the conditions of the Job Site. As of the effective date of this document, TEINERT has found no substantive issues that would necessitate altering the GMP based on its commercially reasonable investigation. Any unforeseen conditions encountered during the course of construction may be recouped via contingency or change order to the contract if necessary.

TEINERT has listed below the assumptions and clarifications that have been considered so that all parties understand what is and what is not included in the GMP. Where actual events or conditions on the project differ from the assumptions and clarifications listed below, the estimate may require adjustments for the resulting changes. These assumptions and clarifications are specifically used to establish the basis of the GMP and are also intended to clarify and take precedence over details or items shown in the Contract Documents if there is a discrepancy between or among any of them.

General Assumptions

1. The GMP is based on these Assumptions and Clarifications and the Contract Documents as prepared by Parkhill Architects and their consultants as listed and dated in Plans and Specifications (Attachment 04), which is hereby fully incorporated by reference.

2. Design Professional Responsibility:

    a. The Contractor shall perform the Work in accordance with the Contract Documents and is entitled to rely upon the accuracy and completeness of the drawings and specifications prepared by the Architect and/or Engineer of Record.

    b. The Contractor's obligations are limited to construction means, methods, techniques, sequences, and procedures, and to field verification of existing conditions as expressly required by the Contract Documents. The Contractor shall not be responsible for redesign, correction of design errors, or costs arising from defective plans or specifications except to the extent such error was both obvious and not timely reported.

    c. Any additional costs, delays, or impacts resulting from design errors, omissions, or inconsistencies shall constitute a Change in the Work entitling the Contractor to an equitable adjustment in Contract Time and Contract Sum.

3. The Contractor's Builders Risk Insurance is included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase at for these policies at .015% of the cost of the change.

Attachment 03

Ector County ISD – Transportation Facility Demo
Odessa, TX

4. The Contractor's General Liability, Umbrella Liability, and Professional Liability are included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase for these policies at .66% of the cost of the change.

5. An Owner's Protective Liability Insurance Policy will not be provided by TEINERT.

6. Payment and Performance Bond is included in the GMP.

7. There is a Contractor's Contingency Allowance included in the GMP valued at $25,000. This contingency will be used by Teinert in accordance with the General and Supplementary Conditions of the Construction Manager at-Risk Agreement. 100% of the remaining balance in this Contingency Allowance shall be returned to the Owner upon completion of the project.

8. The GMP is based on the Job Site being free from hazardous and contaminated materials including, without limitation, contaminated water and soil regardless of classification. Hazardous and contaminated materials testing, monitoring and abatement, as well as any required environmental investigations and insurance, if required, are not included in the GMP.

9. Any State Highway permits, public street permits or temporary rights-of-way are not included in the GMP as none are known to be required.

10. The GMP excludes fees for City of Odessa and Ector County Building permit and City of Odessa SWPPP review fee as well as any applicable impact fees charged by the city of Odessa or Ector County.

11. The GMP excludes any City of Odessa and Ector County impact fees.

12. The order of precedence of the documents in the event that there is a conflict between documents is:
    a. Future Contract Amendments;
    b. Assumptions and Clarifications and Attachments (Exhibits) herein, and Supplemental Conditions to the GMP and General Conditions;
    c. Drawings and Specifications as prepared by the Architect/Engineer.

13. The GMP includes several Allowances for the various parts of the Work. When cost to cover the scope for these allowances is committed, 100% of any savings shall be returned to the Owner. Conversely, Owner shall pay for 100% of any overages. Specifically, these allowances are as follows:

CM Contingency	$25,000
Owner Contingency	$25,000
Underground Piping, Fuel Tanks & Pumps Demo	$115,000

14. The GMP includes several line items labeled "COW" which means "cost of work." Construction Manager shall bill these items at actual cost with proper documentation and invoice back-up each month. COW line items may have funds transferred between them, but Owner will not pay overage if all COW items are expended. Conversely, 100% of any savings of COW items will be returned to Owner upon completion of the project.

Owner Init._____

Ector County ISD – Transportation Facility Demo
Odessa, TX

15. Due to the volatility in the market on a local and global scale, price increases and delayed lead times for materials may occur during construction. Subcontractors/Vendors and Teinert are not responsible for unforeseen price and lead time increases. Subcontractors/Vendors and Teinert will do everything in their purview and authority to circumvent, avoid, address and remediate such increases. Should any commodity or manufactured product outside the Construction Manager and/or Subcontractor's control increase more than 15% in cost prior to starting work for which it is required, recovery of said costs may be allowed through contingency funds, provided that the cost increase was not due to subcontractor or construction manager's negligence or failure to procure materials in a timely manner.

16. The General Conditions are to be a fixed cost line item and will be amortized monthly.

17. All Teinert self-performed scopes are fixed cost line items treated as any other subcontract.

18. The contract specifically excludes recovery of any consequential damages by either party.

19. GMP excludes the following: 1) any municipal requirements not specifically listed in the construction documents; 2) utility costs for power and low voltage; 3) natural gas; and 4) furniture.

20. Labor burden to be billed at 39% of bare labor.

21. GMP assumes all finishes and colors throughout to be "standard" within the manufacturer's color index unless specifically detailed otherwise.

END OF GENERAL ASSUMPTIONS AND CLARIFICATIONS

Specific Assumptions and Clarifications

Division 2

- GMP includes an allowance for all underground demo of any piping, tanks, and storage as none is specifically lined out on the plans.

END OF ASSUMPTIONS & CLARIFICATIONS

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	Daniel Horton, President
(Printed name and title)	*(Printed name and title)*

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 24th day of March in the year 2026
(In words, indicate day, month, and year.)

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

Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

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

Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

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

2023 Bond Program New Construction
ECISD Transportation Facility

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

Parkhill
1700 W Wall St, Ste 100
Midland, TX 79701

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133™-2019 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 Construction Manager on this project, Owner and Construction 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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

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15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

The proposed Transportation Facility is located on a 35-acre site outside of city jurisdiction and includes multiple existing pre-engineered metal buildings (PEMBs). The project will focus on approximately 19.4 acres on the western portion of the site.

As part of the project scope, Buildings 1, 4, and 9 will be demolished to provide better access and vehicular circulation to the site and due to inadequacy and deficiencies of existing conditions. Building 5 will be renovated and expanded to serve as the primary facility for ECISD Transportation operations. The scope of work for Building 5 includes the following:

Offices and Drivers' Lounge: Renovation of approximately 8,500 square feet to accommodate offices, conference rooms, restrooms, a drivers' lounge, and multi-use spaces.

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Parts Area and Maintenance: Approximately 7,000 square feet of existing space to be utilized for vehicle and bus maintenance, parts storage, and related office functions.

Bus Maintenance Expansion: An 8,100-square-foot pre-engineered metal building addition to support expanded bus maintenance operations, including all associated utilities. A new 50,000-gallon water storage tank with pump will be provided to support the required fire suppression system for Building 5. Upgrades to existing electrical and mechanical systems, along with new equipment necessary to serve the building addition, are included in the project scope.

The 28,600 SF renovated and expanded facility is intended to consolidate key transportation functions into a single building, including transportation administration, mechanic and maintenance operations, and a dedicated bus driver lounge. The project also includes new transportation maintenance bays to support ECISD's growing fleet and service needs.

§ 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.)

Ector County ISD Transportation Facility
8860 and 8866 NW Loop 338, Odessa, Texas 79764

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

ECISD Transportation Facility
$18,050,000.00

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

.1 Design phase milestone dates, if any:

ECISD Transportation Facility Design Phase: 3/25/26 – 7/15/26

.2 Construction commencement date:

ECISD Transportation Facility Construction Commencement: 8/15/26

.3 Substantial Completion date or dates:

ECISD Transportation Facility Substantial Completion: 10/15/27

.4 Other milestone dates:

N/A

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

To be determined at a later date.

§ 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.)

N/A

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

(Paragraphs deleted)

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

Dr. Keeley Boyer, Superintendent of Schools
Ector County ISD
802 North Sam Houston
Odessa, TX 79761
Tel.: 432.456.9878

Jerry Mahana, Purchasing Director
Ector County ISD
802 North Sam Houston
Odessa, TX 79761
Tel.: 432.456.9878

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

Parkhill

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

.1 Geotechnical Engineer:

To be determined at a later date.

.2 Civil Engineer:

To be provided by Architect

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

N/A

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

Mr. Layne Scott
1700 W Wall St, Ste 100
Midland, TX 79701
469-287-3008
lscott@parkhill.com

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

Mr. Chad Henthorn, CEO
Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401
806.744.2801
chad@teinert.com

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

Cameron Cohen, Sr. Estimator,
Daniel Horton Pre-Construction Director.
Zach Allen, Executive Project Manager

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

To be addressed in GMP Amendment and as required in Chapter 2269, Subchapter F of the Texas Government Code

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

N/A

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, as amended, Conditions of the Contract (General, Supplementary and other Conditions), as amended, Drawings, Specifications, Addenda issued prior to execution of this Agreement, all sections of the Project Manual, other documents listed in this Agreement, Modifications issued after execution of this Agreement, the proposal signed by the Construction Manager, the request for proposals, and Construction Manager's proof of payment and performance bonds, and proof of insurance, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

§ 2.1.1 Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or

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highlighted in this Agreement signed by Construction Manager and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 2.1.2 The Board of Trustee, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Guaranteed Maximum Price, to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Board delegates to the Superintendent or Superintendent's designee, the authority to approve and execute legally authorized Change Orders in accordance with Board policy. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees: Superintendent or Superintendent's designee.

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

(Paragraph deleted)

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

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services including preparation of schedules and estimates. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The

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

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. In cooperation with the Architect's initial conceptual design, the Construction Manager shall prepare a detailed written report to the Owner setting out an initial cost estimate based on the Owner's Design Standards and Educational Specifications, using industry research , estimated quantities and labor costs, and shall participate in a meeting with the Owner's team and the Architect to review and discuss the conceptual design and initial cost estimate.

§ 3.1.3 Consultation

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

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

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

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

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 3.1.3.4. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; dates of Substantial Completion and Final Completion; and the occupancy requirements of the Owner. If updated Project schedules indicate

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that previously-approved schedules may not be met, then the Construction Manager shall make appropriate recommendations to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 For all elements of the Work, the Construction Manager must obtain the Owner's written approval of the packaging of the scope of work for trade contractors or subcontractors, prior to publicly advertising for bids or proposals from trade contractors or subcontractors.

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

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

§ 3.1.12 Procurement

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

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

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

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

Construction Manager will conduct a prevailing wage rate survey in accordance with Texas Government Code sec. 2258.022(a) for setting per diem wages for workers to be employed on this project.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1

When all elements of the Construction Documents are at least 90 percent complete, at a time mutually-agreed upon by the Owner's authorized representative and the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, the general conditions; and the Construction Manager's Fee. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously-approved estimates or the Owner's budget, then the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's Board of Trustees' consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

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

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

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; general conditions and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; .5 The date of Final Completion upon which the proposed Guaranteed Maximum Price is based, which date shall not be more than thirty (30) days after the date of Substantial Completion; and

.6 The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum price basis.

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

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

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

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Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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

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

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

§ 3.3 Construction Phase

§ 3.3.1 General

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

§ 3.3.1.2 The Construction Phase shall not commence unless and until Owner's Board of Trustees accepts, and Owner's authorized representative executes, the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§3.3.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Guaranteed Maximum Price.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including

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schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 (Paragraph Intentionally Deleted.)

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

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

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law or as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys as provided in Section 2.3.4 of AIA A201-2017.

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

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

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

§ 4.2 Owner's Designated Representative

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

§ 4.2.1 Legal Requirements.

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

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

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

§ 4.3 Architect (Paragraph Intentionally Deleted)

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Five Thousand Dollars. ($5,000.00)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

§ 5.1.2.1 (Paragraph Intentionally Deleted)

§ 5.1.3 (Paragraph Intentionally Deleted) Not used.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the maximum rate permitted by law, in accordance with Texas Government Code Chapter 2251.

(Paragraph deleted)

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 Owner shall not be obligated or have any duty to compensate Construction Manager for any Construction Phase Services unless and until the Guaranteed Maximum Price Amendment is first approved by the Owner's Board of Trustees and executed by Owner. The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee, plus the general conditions, the total of which shall not exceed the Guaranteed Maximum Price.

§ 6.1.2 The Construction Manager's Fee:

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

Ector County ISD Transportation Facility: 3% of the cost of the work

No Construction Manager's fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of the Work, or as provided in Section 2.3.2.1.

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

Fee shall be adjusted at three percent (3%) for the sum changes in the work or any scope increases that cause the project to go over the budget listed herein.

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

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executed Change Order(s) identifying the same, shall not exceed the amounts in Article 7 of the A201 General Conditions, as modified by the Owner.

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

§ 6.1.6
(Paragraphs deleted)
Rental rates for Construction Manager-owned equipment shall be subject to the owner's prior approval and not exceed Eighty percent (80 %) of the standard rental rate paid at the place of the Project.

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

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

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

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

§ 6.1.11 Liquidated Damages, if any:

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

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.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum as later to be set forth in the GMP Amendment for each and every additional calendar day beyond the agreed date of Substantial Completion.

.3 Timely Final Completion is an essential condition of this Agreement. Construction Manager agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum As later to be set forth in the GMP Amendment. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

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

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

Cost Savings Split: Owner: 100%, CM: 0%

§ 6.2 Guaranteed Maximum Price

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

§ 6.3 Changes in the Work

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

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

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

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

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

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

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean the following direct, actual and verifiable costs reasonably and necessarily incurred by the Construction Manager in the proper performance of the Work, except those costs compensated as general conditions under Section 6.1.5 above. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Cost of the Work that exceeds the Guaranteed Maximum Price shall be borne by the Construction Manager.
§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior written approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

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

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform any portion of the construction of the Work at the site or, with the Owner's prior written approval, at off-site workshops, to the extent allowed by Texas Government Code Sections 2269.255 or 2269.275.
§ 7.2.2 (Paragraph Intentionally Deleted)
§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work and, to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

To be listed in Assumptions & Clarifications Attachment to GMP Amendment

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

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

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

§ 7.3 Subcontract Costs

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

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

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

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

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

§ 7.5.1 Except for items included as general conditions, costs of transportation, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 (Paragraph Intentionally Deleted

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

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

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

§ 7.6 Miscellaneous Costs

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

(Paragraphs deleted)

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

§ 7.6 Miscellaneous Costs

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

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

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

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

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

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

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

(Paragraph deleted)

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails or refuses to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

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

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 **(Paragraph Intentionally Deleted**

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

.9 Costs for services incurred during the Preconstruction Phase;

.10 Delay damages or claims;

.11 Storage costs, unless with prior written owner approval;

.12 All costs intentionally excluded in Article Section 6 above, including all subsections; and

.13 All items included in either general conditions under Section 6.1.5 above, or the Construction Manger's Fee in Section 6.1.2. above.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

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

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

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

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

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

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

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

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

.5 The following shall be included in any information to proposers, Request for Proposals, or Bid Documents:

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

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

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

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

ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect and Program Manager, if applicable, approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager, if applicable, may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. The Owner shall have the right to withhold from payments due Construction Manager such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Construction Manager or failure of Construction Manager to perform Construction Manager's obligations under this Contract. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager, if applicable, shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager, if applicable, to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, unless otherwise provided in the

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Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

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

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

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

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

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

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

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

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

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

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

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

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the

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Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors, accountants, or other representatives, in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

.7 Subtract retainage to be calculated in accordance with Texas Government Code Chapter 2252, subchapter B.

.8 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201- 2017, as amended.

.2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees due Construction Manager at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 11.1.7.3 Payment for materials and/or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest and shall include the costs of applicable insurance (naming the Owner as additional insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment. Payments shall be made on account of materials and equipment (a) incorporated in the Work, (b) suitably stored at the Project site, or (c) suitably stored at some off-site location provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety;

.2 The location must be a bonded warehouse;

.3 The Surety must agree, in writing, to each request for payment; and

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area.

§ 11.1.7.4 In the event of Contract termination or default by the Contractor, the items stored off the site, upon which payment has been made, will be promptly turned over to the Owner or Owner's designated representative at a location

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near the Project site as directed by the Owner or Owner's designated representative. The full provisions of Performance and Payment Bonds on this Project cover the materials stored off the site in every respect as though they were stored on the Project site.

§ 11.1.8 Retainage

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

Retainage is managed in conformance with Texas Government Code Chapter 2252, subchapter B.

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be subject to written consent of the Contractor's Surety, and as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage may be reduced at Owner's sole discretion.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Final Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Final Completion shall not include retainage as follows:
(Paragraphs deleted)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Construction Manager shall submit a claim in accordance with Article 15 of AIA Document A201–2017, as amended.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site. If the Contractor wishes to bill for materials or equipment which cannot be stored on site, the Contractor shall, along with the request for approval, provide evidence of purchase, evidence of delivery in good order without damage, and a certificate of insurance specifically covering the material identified by way of serial numbers, bill of lading, and copy of signature of receipt of materials and photography showing material. The Contractor shall also require, at the Owner's request, proof that the facility at which the materials or equipment is stored is bonded. Security and protection from theft and damage remains on the Contractor as the first line of accountability and financial responsibility. Delays due to issues arising from stored materials shall not be considered as reasonable justification to release the Contractor from meeting the schedule unless the Owner agrees to such delay in writing in advance of notification to the Owner of any delay.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors., The percentage of retainage held on Subcontracts shall be the same percentage of retainage withheld from Construction Manager. The Construction Manager shall execute subcontracts that contain the same terms and conditions as those contained in this Agreement.

§ 11.1.12 In submitting Construction Manager's Applications for Payment, Construction Manager shall be responsible for all errors or omissions. Owner shall not be responsible for Construction Manager's errors or omissions.

§ 11.2 Final Payment

§ 11.2.1 Final payment, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, including the Construction Manager's responsibility to correct Work, except for the Construction Manager's responsibility to satisfy other requirements, if any, which Owner agrees in writing necessarily extend beyond final payment;

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.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment that are certified by Construction Manager and reviewed and approved by the Owner's auditors or other representatives;

.3 a final Certificate for Payment has been issued by the Architect and approved by Program Manager, if applicable, in accordance with Section 11.2.2.2;

.4 Construction Manager has provided all documents required by Section 9.10.2 of AIA Document A201-2017, as amended; and

.5 Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

§ 11.2.2 Within thirty (30) days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' or other representatives' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017 as amended. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017 as amended. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' or other representatives' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 12 without a further decision of the Architect. Unless otherwise agreed in the Contact Documents, a demand for mediation or other dispute resolution as provided in the Contract Documents, of the disputed amount shall be made by the Construction Manager within the timeline established in Section 15.2 of A201-2017, as amended, after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this time period shall result in the substantiated amount reported by the Owner's auditors or other representatives becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the Owner's Board approval. The Construction Manager must certify completion of all Work, including all listed in Section 9.10.2 of the AIA Document A 201-2017, as amended, for the Project, cleanup, and delivery of record documents prior to or with the Application for Final Payment.

§ 11.2.3.1 The amount of the final payment shall be calculated as follows:

.1 Begin with the actual Cost of the Work substantiated by the Construction Manager's final accounting, which includes deductions for all discounts and unused contingencies, and construction savings achieved in the Cost of the Work, if applicable.

.2 Add the actual expended general conditions substantiated by the Construction Manager's final accounting, which includes savings to the Owner for unused general conditions.

.3 Add the Construction Manager's Fee.

.4 Subtract amounts, if any, for which Architect or Owner disputes, refuses or withholds payment, if any.

.5 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then subtract all such liquidated damages, amounts and fees.

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.6 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then subtract such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

.7 Subtract all previous payments made by the Owner.

.8 In no event shall the total of subsections .1, .2, and .3 above exceed the Guaranteed Maximum Price.

.9 If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner, plus interest as allowed by law.

§ 11.2.4 If, subsequent to final payment, and at the Owner's prior written request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7that are not excluded by Section 7.9, to correct defective or nonconforming Work that is not the fault of the Construction Manager or arising from the resolution of a dispute, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price

§ 11.3 Interest payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the maximum rate permitted by law, in accordance with Texas Government Code Chapter 2251.

(No Interest Rate Agreed Upon)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim by the Construction Manager regarding any matter between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017, as amended. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision or recommendation by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution.

(Paragraphs deleted)

§ 12.1.2 When Owner has an applicable claim for construction defects, Owner shall comply with the provision of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Construction Manager's or Architect's opportunity to cure.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

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

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction with proper venue being the county where the Project is located.

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ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017 as amended.

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§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, as amended, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall only be responsible for payment as required under Article 14 of AIA Document A201-2017, with no termination fee or penalty.

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as amended; in such case, the Guaranteed Maximum Price, if established, and Contract Time may be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. The Construction Manager shall not assign this Agreement or the Contract in whole or in part without the prior written consent of the Owner's Board of Trustees. If Construction Manager attempts to make such an assignment without such consent, the Construction Manager shall nevertheless remain legally responsible for all obligations under the Contract. This does not prevent Construction Manager from engaging subcontractors to perform various phases of the Project in accordance with law, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall purchase and maintain insurance as required by Article 11, A201-2017 as amended for this Project, to protect Construction Manager and Owner against all claims, damages, lawsuits, indemnities, or other

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actions which may arise out of or result from the Construction Manager's operations under this Contract, whether such operations are by Construction Manager, or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Prior to performing the Work, the Construction Manager shall provide separate performance and payment bonds in accordance with AIA Document A201- 2017 Section 11.5.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned, hired, or any other vehicles used, by the Construction Manager with policy limits of not less than one million ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. (Note: Texas statutory minimum for school districts is $100,000.00 per person, $300,000.00 per occurrence, and $100,000.00 property damages.) Such minimum limits shall be stated as follows, or in a combined single limit policy in the amount of at least $1,000,000.00

1. Bodily Injury (per person) $_100,000.00_____
2. Bodily Injury (per accident) $_300,000.00_____
3. Property Damage $_100,000.00_____

§ 14.3.1.3 The Construction Manager may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. 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.

(Paragraph deleted)
§ 14.3.1.4 Umbrella Excess Liability coverages shall be in at least the following amounts:

1. $_5,000,000.00_ Each Occurrence
2. $_5,000,000.00_ Aggregate
3. $_5,000,000.00_ Aggregate per Project Endorsement

§ 14.3.1.5 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

(Paragraphs deleted)
§ 14.3.1.5.1 Texas Workers Compensation Insurance
A copy of a certificate of insurance, a certificate of authority to self -insured issued by the Texas Department of Insurance (TDD) or a coverage agreement (WC-81. DWC-82. DWC 83, or DWC-84), showing statutory workers compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

§ 14.3.1.5.1.2 Duration of the Project include the time from the beginning for the Work on the project until the Contractor's Work on the Project has been completed and accepted by Owner.

§ 14.3.1.5.1.3 Persons providing services on the Project ("Subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity, or employees of an entity that furnishes persons to provide services on the Project.

§ 14.3.1.5.1.4 Services include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the Projects. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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§ 14.3.1.5.1.5 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ 14.3.1.5.1.6 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

§ 14.3.1.5.1.7 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 14.3.1.5.1.8 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

.1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have, on file, certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 14.3.1.5.1.9 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ 14.3.1.5.1.10 The Contractor shall notify the Owner, in writing by certified mail or personal delivery, within ten (10) days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ 14.3.1.5.1.11 The Contractor shall post on each Project site a notice, in the text form and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ 14.3.1.5.1.12 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the 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 Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the Project;

.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

4. Obtain from each other person with who it contracts, and provide to the Contractor:

.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, 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 deliver, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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.7 Contractually require each person with whom in contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ 14.3.1.5.1.13 By signing the Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor wo will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ 14.3.1.5.1.14 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

§ 14.3.1.5.1.15 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers wo are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued or delivery, or renewed on or after January 1, 1996.

28 TAC Section 110.110(i)

(Table deleted)

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies 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 Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and or, if no Exhibit B is included, as specified in Article 11 of AIA Document A201-2017, as amended by Owner.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4

(Paragraphs deleted)

(Paragraph Intentionally Deleted)

§ 14.5 Other provisions:

§ 14.5.1 Criminal History Checks. So that Owner can obtain the national criminal history record information required by Texas Education Code Chapter 22.08341 on all "covered employees," (as defined in Section 3.4.6.3.) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor 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. Contractor'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 Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

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§ 14.5.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 14.5.3 For the purposes of this Section, "covered employees" means employees, agents, or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means: any conviction or other criminal history information designed by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

§ 14.5.4 On request of Owner, Contractor shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontractors. Contractor shall update this list on Owner's request.

§ 14.5.5 Owner's Additional Requirements Related to Criminal Histories. In addition, as provided in Section 3.4.6.1 above, Owner or Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Contractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present.

§ 14.5.6 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor 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 Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 14.5.7 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

§ 14.6

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor 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 Contractor and not in the possession or custody of the District, the

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District shall send, not later than the third business day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.

.2 The Contractor 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 Contractor 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 Contractor; 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 Contractor agrees that the contract can be terminated if the Contractor 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 a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor 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 Contractor 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.

§ 14.7 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Contract represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Construction Manager. If any portion of this Contract is determined to be invalid, unenforceable, or void, then that portion shall be severed, and all other portions of this contract shall remain in full force and effect.

§ 15.2 The following documents are included in the Contract, in addition to those listed in Section 1.1.:

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.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, once, and if executed.

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, once, and if executed. AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

as amended by Owner.

(Table deleted)

*(Paragraphs deleted)*This Amended Contract is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Dr. Keeley Boyer Superintendent	Daniel Horton President
(Printed name and title)	*(Printed name and title)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

Daniel Horton

I, ~~Chad Henthorn~~, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:06:27 ET on 03/20/2026 under Order No. 3104239132 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

President

(Title)

3/20/26

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

2023 Bond Program New Construction
ECISD Transportation Facility

THE OWNER:
(Name, legal status and address)

Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

THE ARCHITECT:
(Name, legal status and address)

Parkhill
1700 W. Wall, Suite 100
Midland, TX 79701

THE CONTRACTOR:
Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Contractor") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Contractor have agreed to enter into AIA Document A201-2017 Agreement ("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 Contractor on this project, Owner and Contractor 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), all sections of the Project Manual and Construction Documents (as defined in §1.1.3 below) including Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Any reference to Contract Documents herein shall include the Construction Documents, and any other documents included in the Contract Documents, as amended and/or supplemented for this Project.

§ 1.1.1.1 The Agreement, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement, shall take precedence over terms and conditions contained in the General Conditions, and the terms and conditions in the General Conditions, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification signed by Contractor, approved by Owner's Board of Trustees, and signed by the representative of the Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contract Document requiring Contractor's signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure of Contractor to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract by Contractor.

(Paragraphs deleted)

§ 1.1.3 The Work; Construction Documents

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, Specifications, geotechnical reports, Addenda, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for 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

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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 AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

§ 1.1.4 The Project
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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

[*Intentionally deleted.*]

§ 1.1.9 Addenda. Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents and Construction Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

§ 1.1.10 All references to "Contractor" shall include "Construction Manager at Risk" as appropriate.

§ 1.1.11 The Owner may retain Program Manager(s) to carry out some of the functions of the administration of the Owner's construction program. The Contractor, Architect, and Program Manager (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager, including the assignment of the Program Manager, may be changed by Owner during the Project.

§ 1.1.12 Approved, Approved Equal, Approved Equivalents, Or Equal The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

§ 1.1.13 Abbreviations

AIA:	American Institute of Architects. (All references to AIA documents refer to AIA's trademarked documents. Each reference to a specific document shall refer to the document as amended for this Project.)
AIEE:	American Institute of Electrical Engineers
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ANSI:	American National Standards Institute
ASA:	American Standards Association

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ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency
FS:	Federal Specification
NEC:	National Electrical Code
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
TAS:	Texas Accessibility Standards
UL:	Underwriters Laboratories, Inc.

§ 1.1.14 Bids or Bidding. The terms "Bids" or "Bidding" shall include any kind of competitive purchasing under Texas Government Code Chapter 2269.

§ 1.1.15 Miscellaneous Other Words

§ 1.1.15.1 Business Day. The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

§ 1.1.15.2 Calendar Day. A calendar day is a day on the Gregorian Calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.15.3 Holidays. Owner-approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.15.4 Work Day. Work days are all calendar days except Holidays.

§ 1.1.15.5 Anticipated Weather Days. An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.5.3 lists required Anticipated Weather Days.

§ 1.1.16 Contract Sum. "Contract Sum" shall have the same meaning as in Section 5.1 of the Agreement (A133-2009), for the Project when the Project is a Construction Manager at Risk Project, and the same meaning as in Article 4 of the Agreement (A101-2017) for the Project.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless it shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of its Proposal. The Architect, in case of such conflict, may interpret or construe the

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documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Relation Of Specifications And Drawings. General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the more expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.2.5 Materials, Equipment And Processes. Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the Contract Documents which results in equipment requiring more area then shown on the Contract Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contract Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

§ 1.2.6 Standards And Requirements. When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Construction Documents
§ 1.5.1 All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Construction Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are granted a limited license to use and reproduce the Construction Documents provided to them, subject to any protocols established pursuant to Section 1.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

§ 1.6 Notice
§ 1.6.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.

[*Intentionally deleted.*]

(Paragraph deleted)

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

[*Intentionally deleted.*]

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General
§ 2.1.1 The Owner is the independent school district identified in the Contract Documents. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to: enter into a contract; amend a contract, including but not limited to AIA Document A-133 Exhibit A; approve changes in the scope of Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the

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Contractor's contingency and to approve and execute legally authorized Change Orders in accordance with Board policy. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee, and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees. Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.1.2 It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of third parties.

§ 2.1.3 The Owner shall require the Contractor and the Architect to meet periodically at mutually-agreed-upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 2.1.4 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 Owner's Financial Arrangements

§ 2.2.1 The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

§ 2.2.2 [*Intentionally deleted.*]

§ 2.2.3 [*Intentionally deleted.*]

§ 2.2.4 [*Intentionally deleted.*]

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect. Owner shall notify Contractor if a successor architect has been employed by Owner.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Other than the metes and bounds noted in the survey, if any,

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Owner does not guarantee or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness after receiving the Contractor's written request for such information or services. Absent such timely notification, any Claim based upon lack of such information or services shall be waived.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor at least one copy of the Construction Documents, as provided for in the Project Manual, for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct defective Work, fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction Documents as required by Section 12.2, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Architect shall, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and other consultants' additional services, if any, made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, then the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, then the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and includes the Construction Manager at Risk, if applicable.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, activities of the Owner (or Owner's Program Manager, if applicable), or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

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.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor represents and warrants by submission of a Proposal that it has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work, and that, from its own investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

§ 3.2.3 Neither the Owner nor the Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for its position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. The Contractor shall be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities when the Contractor recognized or

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should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work.

§ 3.2.5 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site. If applicable, Contractor shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, or painting work in schools built prior to 1978 involving lead-based paint.

§ 3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or its Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

§ 3.2.7 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

.1 The location, condition, layout, drainage and nature of the Project site and surrounding areas;

.2 Generally prevailing climatic conditions;

.3 Anticipated labor supply and costs;

.4 Availability and cost of materials, tools and equipment; and

.5 Other similar issues.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects

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in writing to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all sub-contractors and sub-sub-contractors.

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

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

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

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

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.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.3.8 Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

§ 3.4 Labor and Materials

§ 3.4.1 These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code § 2269.054. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the prior written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After evaluation by the Architect, substitutions and alternates may be rejected by the Architect without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.2.2 The Contractor must submit to the Architect: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written

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explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in writing to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

§ 3.4.2.3 Whether or not the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4. Including, but not limited to, the specific requirements of Article 10, Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct its work so as to protect the Contractor from the consequences of its own conduct.

§ 3.4.5 Pursuant to Texas Education Code Section 44.034, Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 3.4.6 CRIMINAL HISTORY CHECKS

§ 3.4.6.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.08341 on all "covered employees" (as defined in Section 3.4.6.3) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor 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. Contractor'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 Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 3.4.6.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

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§ 3.4.6.3 For the purposes of this Section, "covered employees" means employees, agents or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. 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 subcontractors from interacting with students or entering areas used by students, informs employees, contractors, and subcontractors 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 § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful materials to a minor. The term "instructional facility" means real property, and 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.

§ 3.4.6.4 Contractor's violation of this section shall constitute a substantial failure under Article 14.

§ 3.4.7 PREVAILING WAGE RATES

§ 3.4.7.1 Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the "Minimum Wage Schedule" attached to this Agreement. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code Section 2258.001 *et seq.*

§ 3.4.7.2 Contractor shall forfeit, as a penalty to the Owner, $60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

§ 3.4.7.3 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors."

"§ 3.4.7.4 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages."

"§ 3.4.7.5 If no schedule is attached, then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. Section 276a, (which can be accessed on the internet at **https://www.wdol.gov/** or **https://beta.sam.gov/**) effective as of the date of this Agreement.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed

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in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective point of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code Section 61.1040.

§ 3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

.1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or

.2 an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or

.3 such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to issue in the name of the owner, or assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, for any and all material, equipment, fixtures and furniture (if supplied or installed by Contractor or its subcontractors), other special warranties, and manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

§ 3.5.6 The warranties of Contractor provided in Section 3.5 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

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§ 3.5.7 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty under Section 12.2 herein on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period under Section 12.2 herein, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period under Section 12.2 herein. Contractor shall prosecute such warranty work under Section 12.2 herein without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period under Section 12.2 herein. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.5.8 Prior to receipt of Final Payment, Contractor shall:

.1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;

.2 Verify that the documents are in proper form and contain full information;

.3 Co-sign warranties when required;

.4 Bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;

.5 Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project; name, address and telephone number of Contractor; and name of its responsible principal;

.6 Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified;

.7 Separate each warranty with index tab sheets keyed to the Table of Contents listing; and

.8 Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

§ 3.6 Taxes

Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The

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Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

§ 3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices required of Owner pursuant to Texas Business and Commerce Code, Section 16.0001, or any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work."

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially, report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees or Board's designee and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to

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resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection, unless required to do so by the terms of the Construction Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum, unless required to do so by the terms of the Construction Documents, shall be adjusted accordingly. The amount of the adjustment shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

§ 3.9.2 [*Intentionally deleted.*]

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§ 3.9.3 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site during performance of the Work, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion.

§ 3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under general conditions for such day.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall prepare and submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available at all times, at the Project site, the Construction Documents, including Change Orders, Construction Change Directives, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner at all times, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.11.1 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish, for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture, or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected, and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

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for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Contractor shall submit complete drawings, data and samples to the Architect at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum if the Project is an A101 project, or Guaranteed Maximum Price if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

§ 3.12.12 The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two additional sets for the Architect, one additional set for the Owner and one additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect, plus one additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or its consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of Work.

§ 3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

§ 3.12.14 The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer.

§ 3.13 Use of Site

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

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§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish

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transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect and their designated representatives with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS PREPARED BY THE ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED

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BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ET SEQ*.

§ 3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

§ 3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 It is understood and agreed that Subparagraph 3.18.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 3.18.8 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY {INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 3.18.1 ABOVE.

§ 3.19 ANTITRUST VIOLATION. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *et seq*. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner.

§ 4.1.3 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.

§ 4.2.2 Architect shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or its structural consultant will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or its structural consultant will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.

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§ 4.2.5 As further provided in the Contract Documents, based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect shall reject Work that does not conform to the Construction Documents and the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have will recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspections required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents and the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or Separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents and the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples.

§ 4.2.8 The Architect shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and

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assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations or recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

§ 4.2.13 The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 4.2.14 The Architect will review and respond to requests for information about the Construction Documents and the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information, at no additional cost to the Owner.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect shall notify in writing the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. When the parties agree on a proposed substitute Subcontractor, then the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time

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shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.2 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause or convenience pursuant to Article 14 or abandonment of the Project by the Contractor; and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and

.3 the Subcontractor provides bonds as required by law or prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work

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performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.5 NOTICE OF SUBCONTRACTOR DEFAULT

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall coordinate the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor to ensure that the Work remains on schedule. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement between the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 [*Intentionally deleted.*]

§ 6.2 Contractor's Responsibility

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's Separate Contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's Separate Contractors. The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access and introduction and storage or staging of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's Separate Contractors. Contractor shall review Owner's contract with Owner's Separate Contractors and become familiar with the requirements and scope of services contained therein.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify in writing the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work, and shall promptly report in writing to the Architect and Owner if Owner's Separate Contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify in writing the Architect and Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper and is performed in a timely manner to receive the Contractor's Work. The Contractor shall not be responsible for latent discrepancies or defects in the construction or operations by the Owner or Separate Contractor.

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§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.3.1 If the Architect is required to provide additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services result from negligence of or an act or omission by the Architect.

§ 6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

§ 6.2.3.3 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 7.1.4 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. In no event shall total mark-up for overhead, profit or fee in any

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work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work.

§ 7.1.5 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 7.1.6 If the Contract Sum is $1,000,000.00 or more, or if the Contract Sum is less than $1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to $1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum or Guaranteed Maximum Price; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum, or Guaranteed Maximum Price, or Contract Time, or all of the above. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum or Guaranteed Maximum Price and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum or Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon (additional mark-ups for overhead, profit, and fees will not be allowed);

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, subject to the limitations of subparagraph 7.4.1; or

.4 As provided in Section 7.3.4, subject to the limitations of subparagraph 7.1.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum or Guaranteed Maximum Price, then Architect shall determine the adjustment on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

.1 Actual costs of labor, including applicable payroll taxes, and workers' compensation insurance;

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.2 Actual costs of materials, supplies, and equipment, including cost of transportation used in performing the Change in the Work;

.3 Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools;

.4 Actual costs of premiums for all bonds and insurance, and permit fees;

.5 Costs of supervision and field office personnel directly attributable to the change.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Maximum Price, or Contract Time, provided that, pursuant to Texas Government Code Section 2251.0521, Contractor shall not be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the Guaranteed Maximum Price or the Contract Sum. No subcontractor shall be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the subcontractor's contract amount.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum or Guaranteed Maximum Price, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the Contractor's allocated percent of profit and overhead, all as confirmed by the Architect.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative, the Architect may order minor changes in the Work that are consistent with the Contract Documents or Construction Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor waives any adjustment to the Contract Sum or Guaranteed Maximum Price, or extension of the Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11..

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial and Final Completion within the Contract Time.

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, governmental actions, or adverse weather conditions documented in accordance with Section 15.1.6.2; (4) by delay authorized in writing by the Owner; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, may justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices may be equitably adjusted by prior written agreement.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum or in the case of a Guaranteed Maximum Price, within 15 days after establishing the Guaranteed Maximum Price, to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702 and G703, Application and Certificate for Payment and Continuation Sheet. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702CMa and G703 shall be used.

§ 9.2.2 If the project is a Construction Manager at Risk project, in order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, or general conditions, etc. shall be listed as individual line items.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, or paving, etc.

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, or start-up, etc.).

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit, or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under

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Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage.

§ 9.3.1.1 Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or supplier, unless Contractor has self-performed the Work.

§ 9.3.1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. (*Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032*).

§ 9.3.2 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The location must be a bonded warehouse.

.3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.

.5 Payment shall not include any charges for overhead or profit on stored materials.

.6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen. laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR

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SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

§ 9.3.4 Contractor shall submit Applications for Payment electronically or, if requested by owner, in writing and in quadruplicate using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contactor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of the Application for Payment; that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Payment Application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.3.4. If the Application for Payment is complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) certify and issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reasons for withholding certification and disputing in part certification in accordance with Texas Government Code Section 2251.042(2)) and as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reason for withholding certification in whole in accordance with Texas Government Code Section 2251.042(a) and as provided in Section 9.5.1.

Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq*. Owner may not withhold from payments more than 110% of the disputed amount. Owner shall provide certifications of payment for any of the Owner's separate consultants or contractors on Architect's prior written request.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

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deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

§ 9.5.2 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment from Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment pursuant to Texas Government Code Section 2251.042 *et seq.*, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier,. Any action taken by the Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor. Texas Property Code § 162.001.

§ 9.6.8 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

§ 9.7 Failure of Payment

§ 9.7.1 Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due, and owing after the date the payment is due under the Contract Documents then the Contractor, upon ten (10) additional days' written notice to the Owner and Architect that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until

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payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's or the State's Substantial Completion Certificate. The payment certification shall state the date of Substantial Completion, the punch list provided by the Contractor to address all remaining areas of the Project, and all known Owner-accepted non-conforming work. Required certifications of work requested or required by the Owner shall be limited to work required under the Contract Documents.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or

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a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare, sign and issue Owner's Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when agreed to by the Owner and the Contractor in writing, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and property and liability insurance. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

§ 9.9.2 Immediately prior to such partial occupancy, use, or installation, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) evidence satisfactory to Owner that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the

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period required by the Contract Documents, (4) using AIA Document G707, consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as AIA Document G706A, notarized subcontractor's lien releases, receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7;

.2 Final list of subcontractors (AIA Document G705);

.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance;

.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;

.5 Maintenance and Instruction Manuals;

.6 Owner's Final Completion Certificate; and

.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment. 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).

Per 19 TAC Section 61.1040(6)(f)(C), Contractor shall certify the following:

(i) Process certifications. To ensure construction quality and performance of contract terms, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in conformance with the contract documents.

(ii) Certifications related to construction quality standards under subsection (j) of 19 TAC Section 61.1040.

To ensure compliance with construction quality standards, the Contractor and prime subcontractors, if applicable, shall certify compliance at the completion of a capital improvement project that the Project has been built in conformance with the contract terms and performance standards specified by the Contract Documents for the Contractor and for any of its subcontractors or subconsultants of any tier, which shall include certification of compliance with any subsequent change order documents approved by the Owner and Architect.

Where a third-party code compliance officer is required by subsection (j) of 19 TAC Section 61.1040 to ensure that a third-party code compliance officer does not find any violations of the provisions of the required construction codes

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identified in subsection (j)(1) of 19 TAC Section 61.1040 that are not enforced by a state or local authority having jurisdiction, Owner shall require that a third-party code compliance officer issue a third-party certificate of occupancy. Where a local authority having jurisdiction enforces some of the required construction codes, a third-party code compliance officer shall not issue a third-party certificate of occupancy until either the local authority having jurisdiction has issued a certificate of occupancy or the local authority having jurisdiction indicates in writing to the third-party code compliance officer that the local authority having jurisdiction does not issue certificates of occupancy.

Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. To provide a safe and secure environment, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in reasonable accordance with the safety and security directives provided by the school district and reflected in the Contract Documents prepared by the Architect.

Special provisions for a Construction Manager-Agent. For projects that use the construction manager agent contracting method established in Texas Government Code Chapter 2269, Subchapter E, the Construction Manager Agent and each construction prime contractor must provide certification in accordance with clause (i) of 19 TAC Section 61.1040, and each shall certify the scope of work for which they are contractually responsible.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, and it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall
(Paragraphs deleted)
not constitute a waiver of any Claims by the Owner.
§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 *et seq.*, and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

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§ 10.1.2 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies, as a result of a for-cause test, conducted immediately following removal, that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 10.1.3 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any personal or real property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment, or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.
§ 10.2.9 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

§ 10.2.10 Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

(Paragraphs deleted)

§ 10.2.11 Injury or Damage to Person or Property

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor understands and acknowledges that, under Texas law, Owner has sovereign and/or governmental immunity as to all torts except as to the Owner's permitted use or operation of Owner's motor vehicles, subject to any defenses under law.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify in writing the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 10.3.3 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE

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OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site.

§ 10.3.5 [*Intentionally deleted.*]

§ 10.3.6 [*Intentionally deleted.*]

§ 10.4 Emergencies

(Paragraph deleted)

§ 10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

§ 10.5.1 Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.5.2 Final Payment shall not be made until this written certification has been received.

§ 10.6 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 HAZARDOUS MATERIALS CERTIFICATION

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

§ 11.0.1 No Work will be commenced, and no equipment or materials can be shipped, until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of

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insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and additional insured (except as noted in Section 11.0.4) and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations, and additional endorsements, as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than "A-" X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

§ 11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives, or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives, or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner as provided for in Section 11.3.

§ 11.0.6 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives, or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1 OWNER CONTROLLED INSURANCE PROGRAM and Contractor's Bonds

§ 11.1.1 Owner has elected to implement an Owner Controlled Insurance Program ("OCIP") that will provide commercial general liability and excess liability insurance for all Enrolled Contractors (as defined in the OCIP Manual) providing direct labor to the Project. The OCIP is described in the OCIP Manual, which is incorporated herein in full as part of this Agreement. All terms and conditions of the OCIP Manual will apply during the term of the Agreement and for such period after the term of the Agreement as may otherwise be set forth in the OCIP Manual.

While the OCIP is intended to provide broad coverages and high limits for Enrolled Contractors, the OCIP is not intended to meet all the insurance needs of such Enrolled Contractors. In addition to any insurance provided by the Owner, Contractor, Enrolled Contractors and all other parties providing work, services or materials for the Project, including, but not limited to, Ineligible Contractors (as defined in the OCIP Manual) and Eligible Contractors (as defined in the OCIP Manual) not enrolled in the OCIP, will be responsible for providing certain insurance as specified in Exhibit A.
The OCIP Manual will recommend that Eligible Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained.

§ 11.1.2 [*Intentionally deleted.*]

§ 11.1.2.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be in a total amount equal to 100% of the Contract Sum or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later

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than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other financial security acceptable to the Owner to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-" X according to the latest posted ratings on the A.M. Best website, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

§ 11.1.2.2 The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

§ 11.1.2.3 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.1.2.4 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor knows or should know of an impending or actual cancellation of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation. Upon receipt of written notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of written notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. At least 30 calendar days prior to the date of expiration of any policy required by Section 11.1, Contractor shall provide Owner written notice of the impending expiration.

§ 11.2 Contractor-Provided Insurance Coverages For any and all Work under the Agreement, and until completion and final acceptance of the Work, the Contractor and each Subcontractor (of any tier) shall, at its own expense, obtain and maintain the following minimum coverages, written on a primary and noncontributory basis (Contractor has the right to increase these minimum coverages per Subcontract): Workers Compensation and Employer's Liability, Builder's Risk, Commercial Automobile Liability Insurance, Professional Liability Insurance, Crane Liability and

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Riggers Legal Liability, Cyber Liability Insurance, Unmanned Aircraft Liability Insurance, Tools and Equipment Floater Insurance, as applicable and as further explained in Exhibit A.

(Paragraphs deleted)
§ 11.2.3 [*Intentionally deleted.*]

§ 11.3 Waivers of Subrogation
§ 11.3.1 All insurance required herein shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation. The Contractor shall require similar written waivers in favor of the Owner, from the subcontractors and sub-subcontractors. The policies of insurance purchased and maintained by Contractor pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation.

§ 11.3.2 The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work with insurers, regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.

§ 11.3.3 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

(Paragraphs deleted)
§ 11.4 Loss of Use and Business Interruption Insurance
The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor and/or the Architect do not object, the Owner shall settle the loss and the Contractor and Architect shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor and/or Architect timely object to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be

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uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.1.1 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not respond within 24 hours of a written notice by Owner of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

§ 12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner, but only as to the corrected Work.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction by the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are destroyed or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or by defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, then an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner or Architect shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of

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public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely written notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Owner shall provide or contract for such additional testing, inspection, or approval. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect, with a copy to the Owner.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Undisputed payments overdue and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate as provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 RECORDS

§ 13.7.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

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§ 13.7.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.7.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.4 Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.79.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.8.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.8.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.8.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, *et seq.*, and the Texas Open Meetings Act, Texas Government Code, Section 551.001, *et seq.*

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, then, after the applicable time period the Contractor may, upon ten (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

§ 14.1.4 If the Work is stopped for a period of 90 (ninety) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon twenty (20) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .6 engages in serious or repeated worker misconduct in violation of Article 3.3.2;
- .7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- .8 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price, (if the Project is a Construction Manager at Risk project), then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the

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benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum, Guaranteed Maximum Price, and Contract Time may be adjusted, by mutual written agreement, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES OF CONTRACTOR§ 15.1 Claims

(Paragraph deleted)

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§ 15.1.1 Definition
A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of additional compensation under the Contract Documents, interpretation of the Contract Document terms, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

(Paragraphs deleted)
§ 15.1.2 Time Limits on Litigation
The Owner and Contractor shall commence all litigation whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law, but in the case of the Owner, not more than 8 years after the date of Final Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.009. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Architect. Claims by Contractor under this Section 15.1.3.1 must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the Contractor first knew or should have known the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as a result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Claims not filed as required by this Section shall be waived.

§ 15.1.3.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.

§ 15.1.4.2 [*Intentionally deleted.*]

§ 15.1.5 Claims for Additional Cost or An Increase in the Contract Sum or Guaranteed Maximum Price
If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum or Guaranteed Maximum Price, written notice as provided in Section 15.1.3 shall be given to Owner and Architect. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Trustees, or Owner's representative if provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably

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anticipated, and prevented the execution of major items of work on normal working days. "Adverse weather conditions" means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year. The Contractor shall anticipate and include in the construction schedule rain days due to adverse weather conditions. A rain day is defined as a day when rainfall exceeds one-half (.5) inch during a 24-hour period.

§ 15.1.6.3 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract. No delays or extensions shall be granted for mud conditions.

§ 15.1.6.4 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of delays caused by adverse weather conditions, or because of hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 15.1.6.5 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives all Claims against Owner for consequential damages arising out of or relating to this
(Paragraphs deleted)
Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration.

Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Resolution of Claims and Disputes

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The Architect shall review Claims and within ten days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

§ 15.2.3 In evaluating Claims, Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in making a written recommendation.

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the

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Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

§ 15.2.5 Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be reached, then either party may request mediation of the dispute pursuant to Section 15.3.

§ 15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6.1 [*Intentionally deleted.*]

§ 15.2.7 [*Intentionally deleted.*]

§ 15.2.8 [*Intentionally deleted.*]

§ 15.3 Alternative Dispute Resolution

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived under the terms of the Contract Documents, shall, after written recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located.

§ 15.3.3 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 15.3.4 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

§ 15.4 No Arbitration

§ 15.4.1 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be NO mandatory arbitration for any dispute arising hereunder.

§ 15.5 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 15.6 In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

EXECUTED this **_24th__**day of March, 2026.

OWNER:

Dr. Keeley Boyer

CONTRACTOR:

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Title: Superintendent
Ector County Independent School District

By: Daniel Horton
Title: President

(Paragraphs deleted)

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Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF AIA DOCUMENT A133 – 2019 CONTRACT BETWEEN ECISD AND GOYTIA ENTERPRISES FOR BOND 2023 PRIORITY 1 AND 2 ROOFING PROJECTS – PACKAGE 2**

DATE: June 16, 2026

It is the recommendation of the administration that the Board of Trustees approve the Construction Manager at Risk Contract between ECISD and Goytia Enterprises Company for Bond 2023 Priority 1 and 2 Roofing Projects – Package 2. Package 2 consists of the following schools:

- Crockett MS
- Ector MS
- Cameron ES
- San Jacinto ES
- Noel ES

****

Administrative Recommendation:

The administration requests that the Board approve the Construction Manager at Risk contract between ECISD and Goytia Enterprises Company for Bond 2023 Priority 1 and 2 roofing projects – package 2.

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « 16 » day of «June » in the year «2026 »
(In words, indicate day, month, and year.)

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

«Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761 »

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

« Edgar Goytia, Vice President
Goytia Enterprises Company
2220 Bassett Ave. El Paso, TX 79901
(915)241-7909 / edgar@goytia.us»

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

«2026 Roof Replacements – Package #2
Noel Elementary School, San Jacinto Elementary School, Cameron Elementary School, Crockett Middle School, and Ector College Prep Middle School
»

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

Bluefin, LLC
4322 N. Beltline Rd. Suite B110
Irving, TX 75038
Telephone Number: 214.758.0785»

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Goytia Enterprises Company (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133™-2019 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 Construction Manager on this project:

THEREFORE, Owner and Construction 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.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

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

« Ector County Independent School District Roof Removal & Replacement 2026 Roof Replacement – Package #2
Noel Elementary School
San Jacinto Elementary School
Cameron Elementary School
Crockett Middle School
Ector College Prep Middle School
»

§ 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.)

«Noel Elementary School 2200 Newcomb Dr, Odessa, TX 79764

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San Jacinto Elementary School 1000 W 19th St, Odessa, TX 79763
Cameron Elementary School 2401 W 8th St, Odessa, TX 79763
Crockett Middle School 2301 Conover Ave, Odessa, TX 79763
Ector College Prep Middle School 809 W Clements St, Odessa, TX 79763
»

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)
$15,582,081.55

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

.1 Design phase milestone dates, if any:

«N/A»

.2 Construction commencement date:

« July 8, 2026 »

.3 Substantial Completion date or dates:

«May 30, 2028»

.4 Other milestone dates:

« N/A »

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

«N/A»

§ 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.)

«N/A »
§ 1.1.6.1 This section intentionally left blank

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

« »

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

Dr. Keeley Boyer, Superintendent of Schools
Ector County ISD
802 North Sam Houston
Odessa, TX 79761
Tel: 432.456.9878

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Albessa Chavez CFO
Ector County ISD
802 North Sam Houston
Odessa, TX 79761
Tel.: 432.456.9878

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

« Bluefin, LLC
4322 N. Beltline Rd. Suite B110 Irving, TX 75038
Telephone Number: 214.758.0785»

§ 1.1.10 The Owner shall retain the following consultants and contractors: 1) a geotechnical engineer; 2) a civil engineer to be provided by the Architect; and 3) other consultants and contractors as may be needed. The identity of these individuals will be provided to the Construction Manager as deemed necessary by the Owner or Architect.
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect's representative: The Architect will identify and provide contact information for its representative for the Project within three (3) business days of the Effective Date. Failure to provide such information shall be considered a material breach of this agreement and a repudiation thereof.

(List name, address, and other contact information.)

Caleb Starks
4322 N. Beltline Rd. suite B110
Irving, TX 75038
(214) 796-6264
cstarks@mantisinnovation.com

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

Edgar Goytia, Vice President
Goytia Enterprises Company
2220 Bassett Ave. El Paso, TX 79901
(915)241-7909 / edgar@goytia.us

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

Construction Manager shall be required to adhere to all Contract provisions concerning staffing, including all disclosure requirements and limitations on hiring. Owner shall timely provide any additional requirements for a staffing plan within a reasonable time from the Effective Date if required.

Noe Flaco
Senior Project Manager
Noe@protech-roofing.net
915-433-5263

Lili Garnica
Pay Applications / Certified Payroll

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Lgarnica@protech-roofing.net
915-920-3471

Enrique Ponce
Project Engineer
Enrique@protech-roofing.net
915-356-4050

Saul Camarillo
Superintendent
Saul@protech-roofing.net
915-266-7286

Juan Monge
Lead Foreman
Juan@protech-roofing.net
915-345-0126

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

To be addressed in GMP Amendment and as required in Chapter 2269, Subchapter F of the Texas Government Code » Construction Manager shall be required to adhere to all Contract provisions concerning subcontractor hiring and staffing, including all disclosure requirements and limitations on hiring subcontractor. Owner shall timely provide any additional requirements for subcontractor procurement within a reasonable time from the Effective Date if required.

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

« N/A »

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, as amended, Conditions of the Contract (General, Supplementary and other Conditions), as amended, Drawings, Specifications, Addenda issued prior to execution of this Agreement, all sections of the Project Manual, other documents listed in this Agreement, Modifications issued after execution of this Agreement, the proposal signed by the Construction Manager, the request for proposals, and Construction Manager's proof of payment and performance bonds, and proof of insurance, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

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

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Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 2.1.2 The Board of Trustee, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Guaranteed Maximum Price, to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. By signing this document after its approval, the Board expressly delegates to the Superintendent or the Superintendent's designee, the authority to approve and execute legally authorized Change Orders in accordance with Board policy. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees: Superintendent or Superintendent's designee.

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, the following provisions AIA Document A201™-2017, General Conditions of the Contract for Construction, which are incorporated herein by this reference as though laid out in full, shall apply to this agreement: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

§ 2.3.3 For the Construction Phase, the general terms and conditions of the Agreement between the parties shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. Beginning at the Construction Phase, the A201-2017 Contract and its exhibits shall be the documents controlling the relationship, obligations, and covenants by and between the parties. Those provisions of this Agreement that naturally extend beyond the Preconstruction Phase shall remain in full force and effect.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3, below. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project prior to the Effective Date or within three (3) Business Days of the Effective Date.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services including preparation of schedules and estimates. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction

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

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. In cooperation with the Architect's initial conceptual design, the Construction Manager shall prepare a detailed written report to the Owner setting out an initial cost estimate based on the Owner's Design Standards and Educational Specifications using industry research, commercial experience and knowledge and estimated quantities and labor costs. The Construction Manager shall participate in a meeting with the Owner's team and the Architect to review and discuss the conceptual design and initial cost estimate.

§ 3.1.3 Consultation

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

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

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

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

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 3.1.3.4. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of

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each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; dates of Substantial Completion and Final Completion; and the occupancy requirements of the Owner. If updated Project schedules indicate that previously-approved schedules may not be met, then the Construction Manager shall make appropriate recommendations to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document A133™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 For all elements of the Work, the Construction Manager must obtain the Owner's written approval of the

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packaging of the scope of work for trade contractors or subcontractors, prior to publicly advertising for bids or proposals from trade contractors or subcontractors.

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

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

§ 3.1.12 Procurement

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

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document.
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Construction Manager will conduct a prevailing wage rate survey in accordance with Texas Government Code sec. 2258.022(a) for setting per diem wages for workers to be employed on this project.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 When all elements of the Construction Documents are at least ninety 90 percent (90%) complete, at a time mutually-agreed upon by the Owner's authorized representative and the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, the general conditions; and the Construction Manager's Fee. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously-approved estimates or the Owner's budget, then the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's Board of Trustees' consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

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

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

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; general conditions and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 The date of Final Completion upon which the proposed Guaranteed Maximum Price is based, which date shall not be more than thirty (30) days after the date of Substantial Completion; and .

.6 The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum price basis

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

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

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

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

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

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

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

§ 3.3.1.2 The Construction Phase shall not commence unless and until Owner's Board of Trustees accepts, and Owner's authorized representative executes, the Guaranteed Maximum Price Amendment.

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

The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal during the selection process to anyone who is not an employee of the Construction Manager, architect, engineer, or Owner. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work. Pursuant to Texas Government Code Chapter2269, Subchapter F, if during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from a subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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§ 3.3.4 Trench excavation safety protection shall be a separate pay item and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item and shall be based on the square feet of shoring used. Said cost shall be included within the Guaranteed Maximum Price.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

§ 4.1.2 *This section intentionally left blank.*

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

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

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law or as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys as provided in Section 2.3.4 of AIA A201-2017.

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

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

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document A133™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

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

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

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

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Twenty Thousand Dollars. ($20,000.00)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« N/A »

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the maximum rate permitted by law, in accordance with Texas Government Code Chapter 2251.
(Insert rate of monthly or annual interest agreed upon.)

N/A

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall not be obligated or have any duty to compensate Construction Manager for any Construction Phase Services unless and until the Guaranteed Maximum Price Amendment is first approved by the Owner's Board of Trustees and executed by Owner. The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee, plus the general conditions, the total of which shall not exceed the Guaranteed Maximum Price.

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

Ector County ISD 2026 Roof Replacements – Package #2 : 1.25% of the cost of the work

No Construction Manager's fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of the Work, or as provided in Section 2.3.2.1.

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

« Fee shall be adjusted at one and twenty five hundredths percent (1.25%) for the sum changes in the work or any scope increases that cause the project to go over the budget listed herein Except for any overages that are a result of the negligence or fault of the Construction Manager. »

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

« A Subcontractor's overhead and profit attributable to increases in the cost of its portion of the Work, as evidenced by executed Change Order(s) identifying the same, shall not exceed the amounts in Article 7 of the A201 General Conditions, as modified by the Owner. »

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

§ 6.1.6
Rental rates for Construction Manager-owned equipment shall be subject to the owner's prior approval and not exceed Eighty percent (80 %) of the standard rental rate paid at the place of the Project.

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

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

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

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

§6.1.11 Liquidated Damages, if any:

.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to substantially complete the work within the allotted times, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the

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agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement.

.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum as later to be set forth in the GMP Amendment for each and every additional calendar day beyond the agreed date of Substantial Completion.

.3 Timely Final Completion is an essential condition of this Agreement. Construction Manager agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum as later to be set forth in the GMP Amendment. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

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

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

Cost Savings Split: Owner: 100%, CM: 0%

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

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

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

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

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

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

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

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

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

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

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

§ 7.2 Labor Costs

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

§ 7.2.2

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

« To be listed in Assumptions & Clarifications Attachment to GMP Amendment »

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

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for employment related taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays,

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vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 to the extent not compensated under general conditions.

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

§ 7.3 Subcontract Costs

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

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

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction shall be incorporated into the Completed Construction and are part of the GMP and shall not be separately charged to the Owner.

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

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

§ 7.5.1 Except for items included as general conditions, costs of transportation, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work shall be incorporated into the Completed Construction and are part of the GMP and shall not be separately charged to the Owner.

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

§ 7.5.2 *This section intentionally left blank.*

§ 7.5.3 To the extent not compensated under general conditions, costs of removal of debris from the site of the Work and its proper and legal disposal, other than final clean-up are part of the GMP and shall not be separately charged to the Owner.

§ 7.5.4 To the extent not compensated under general conditions, costs of the Construction Manager's site office, including general office equipment and supplies are part of the GMP and shall not be separately charged to the Owner.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval are part of the GMP and shall not be separately charged to the Owner.

§ 7.6 Miscellaneous Costs

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

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

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§ 7.6 Miscellaneous Costs

§ 7.6.1 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay are part of the GMP and shall not be separately charged to the Owner.

§ 7.6.2 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of ALA Document A201-2017 or by other provisions of the Contract Documents and paid by the Construction Manager are part of the GMP and shall not be separately charged to the Owner.

§ 7.6.3 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract are part of the GMP and shall not be separately charged to the Owner.
Documents.

§ 7.7 Other Costs and Emergencies

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

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

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

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails or refuses to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

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

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

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.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

.9 Costs for services incurred during the Preconstruction Phase.

.10 Delay damages or claims;

.11 Storage costs, unless with prior written owner approval;

.12 All costs intentionally excluded in Article Section 6 above, including all subsections; and

.13 All items included in either general conditions under Section 6.1.5 above, or the Construction Manger's Fee in Section 6.1.2. above.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

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

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on

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the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

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

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

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

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

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

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

.5 The following shall be included in any information to proposers, Request for Proposals, or Bid Documents:

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

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

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

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

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ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors, and other representatives shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts. Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ten (l0)years after the date of Final Completion, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect and Program Manager, if applicable, approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager, if applicable, may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. The Owner shall have the right to withhold from payments due Construction Manager such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Construction Manager or failure of Construction Manager to perform Construction Manager's obligations under this Contract. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager, if applicable, shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager, if applicable, to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

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

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

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

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

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

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

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

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

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

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

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

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

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.6 Retainage withheld pursuant to Section 11.1.8.

.7 Subtract retainage to be calculated in accordance with Texas Government Code Chapter 2252, subchapter B.

.8 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201- 2017, as amended.

.2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees due Construction Manager at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 11.1.7.3 Payment for materials and/or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest and shall include the costs of applicable insurance (naming the Owner as additional insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment. Payments shall be made on account of materials and equipment (a) incorporated in the Work, (b) suitably stored at the Project site, or (c) suitably stored at some off-site location provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety;

.2 The location must be a bonded warehouse;

.3 The Surety must agree, in writing, to each request for payment; and

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area.

§ 11.1.7.4 In the event of Contract termination or default by the Contractor, the items stored off the site, upon which payment has been made, will be promptly turned over to the Owner or Owner's designated representative at a location near the Project site as directed by the Owner or Owner's designated representative. The full provisions of Performance and Payment Bonds on this Project cover the materials stored off the site in every respect as though they were stored on the Project site.

§ 11.1.8 Retainage

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

« Retainage is managed in conformance with Texas Government Code Chapter 2252, subchapter B »

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« N/A »

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be subject to written consent of the Contractor's Surety, and as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« Retainage may be reduced at Owner's sole discretion »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Final Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Final Completion shall not include retainage as follows:
N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Construction Manager shall submit a claim in accordance with Article 15 of AIA Document A201-2017, as amended.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site. If the Contractor wishes to bill for materials or equipment which cannot be stored on site, the Contractor shall, along with the request for approval, provide evidence of purchase, evidence of delivery in good order without damage, and a certificate of insurance specifically covering the material identified by way of serial numbers, bill of lading, and copy of signature of receipt of materials and photography showing material. The Contractor shall also require, at the Owner's request, proof that the facility at which the materials or equipment is stored is bonded. Security and protection from theft and damage remains on the Contractor as the first line of accountability and financial responsibility. Delays due to issues arising from stored materials shall not be considered as reasonable justification to release the Contractor from meeting the schedule unless the Owner agrees to such delay in writing in advance of notification to the Owner of any delay.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors., The percentage of retainage held on Subcontracts shall be the same percentage of retainage withheld from Construction Manager. The Construction Manager shall execute subcontracts that contain the same terms and conditions as those contained in this Agreement.

§ 11.1.12 In submitting Construction Manager's Applications for Payment, Construction Manager shall be responsible for all errors or omissions. Owner shall not be responsible for Construction Manager's errors or omissions.

§ 11.2 Final Payment

§ 11.2.1 Final payment, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, including the Construction Manager's responsibility to correct Work, except for the Construction Manager's responsibility to satisfy other requirements, if any, which Owner agrees in writing necessarily extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment that are certified by Construction Manager and reviewed and approved by the Owner's auditors or other representatives;
- **.3** a final Certificate for Payment has been issued by the Architect and approved by Program Manager, if applicable, in accordance with Section 11.2.2.2;
- **.4** Construction Manager has provided all documents required by Section 9.10.2 of AIA Document A201-2017, as amended; and
- **.5** Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

§ 11.2.2 Within thirty (30) days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' or other representatives' findings to the Architect.

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§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' or other representatives' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 12 without a further decision of the Architect. Unless otherwise agreed in the Contact Documents, a demand for mediation or other dispute resolution as provided in the Contract Documents, of the disputed amount shall be made by the Construction Manager within the timeline established in Section 15.2 of A201-2017, as amended, after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this time period shall result in the substantiated amount reported by the Owner's auditors or other representatives becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the Owner's Board approval. The Construction Manager must certify completion of all Work, including all listed in Section 9.10.2 of the AIA Document A 201-2017, as amended, for the Project, cleanup, and delivery of record documents prior to or with the Application for Final Payment. :

§ 11.2.3.1 The amount of the final payment shall be calculated as follows:

.1 Begin with the actual Cost of the Work substantiated by the Construction Manager's final accounting, which includes deductions for all discounts and unused contingencies, and construction savings achieved in the Cost of the Work, if applicable.

.2 Add the actual expended general conditions substantiated by the Construction Manager's final accounting, which includes savings to the Owner for unused general conditions.

.3 Add the Construction Manager's Fee.

.4 Subtract amounts, if any, for which Architect or Owner disputes, refuses or withholds payment, if any.

.5 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then subtract all such liquidated damages, amounts and Fees

.6 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then subtract such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

.7 Subtract all previous payments made by the Owner.

.8 In no event shall the total of subsections .1, .2, and .3 above exceed the Guaranteed Maximum Price.

.9 If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner, plus interest as allowed by law.

§ 11.2.4 If subsequent to final payment, and at the Owner's prior written request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7that are not excluded by Section 7.9, to correct defective or nonconforming Work that is not the fault of the Construction Manager or arising from the resolution of a dispute, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price

§ 11.3 Interest payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the maximum rate permitted by law, in accordance with Texas Government Code Chapter 2251.

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Payments owed by the Owner to the Construction Manager/Contractor shall not bear interest. Payments owed by the Construction Manager/Contractor to the Owner shall bear interest 10% or the highest legally allowable rate permitted by law, whichever is lower.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim by the Construction Manager regarding any matter between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017, as amended. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision or recommendation by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution.

§ 12.1.2 When Owner has an applicable claim for construction defects, Owner shall comply with the provision of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Construction Manager's or Architect's opportunity to cure.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Article 15 of AIA Document A201–2017

[« X »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction with proper venue being the county where the Project is located.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017 as amended.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, as amended, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

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§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall only be responsible for payment as required under Article 14 of AIA Document A201-2017, with no termination fee or penalty.
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« »

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017, as amended; in such case, the Guaranteed Maximum Price, if established, and Contract Time may be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. The Construction Manager shall not assign this Agreement or the Contract in whole or in part without the prior written consent of the Owner's Board of Trustees. If Construction Manager attempts to make such an assignment without such consent, the Construction Manager shall nevertheless remain legally responsible for all obligations under the Contract. This does not prevent Construction Manager from engaging subcontractors to perform various phases of the Project in accordance with law, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds
§ 14.3.1 Preconstruction Phase
The Construction Manager shall purchase and maintain insurance as required by Article 11, A201-2017 as amended for this Project, to protect Construction Manager and Owner against all claims, damages, lawsuits, indemnities, or other actions which may arise out of or result from the Construction Manager's operations under this Contract, whether such operations are by Construction Manager, or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Prior to performing the Work, the Construction Manager shall provide separate performance and payment bonds in accordance with AIA Document A201- 2017 Section 11.5.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned, hired, or any other vehicles used, by the Construction Manager with policy limits of not less than one million ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. (Note: Texas statutory minimum for school districts is $100,000.00 per person, $300,000.00 per occurrence, and $100,000.00 property damages.) Such minimum limits shall be stated as follows, or in a combined single limit policy in the amount of at least $1,000,000.00 .

1.	Bodily Injury (per person)	$100,000.00
2.	Bodily Injury (per accident)	$300,000.00
3.	Property Damage	$100,000.00

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§ 14.3.1.3 The Construction Manager may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Umbrella Excess Liability coverages shall be in at least the following amounts:

1. $ 5,000,000.00_ Each Occurrence
2. $_5,000,000.00_ Aggregate
3. $_5,000,000.00_ Aggregate per Project Endorsement

§ 14.3.1.5 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit .

§ 14.3.1.5.1 Texas Workers Compensation Insurance
A copy of a certificate of insurance, a certificate of authority to self -insured issued by the Texas Department of Insurance (TDD) or a coverage agreement (WC-81. DWC-82. DWC 83, or DWC-84), showing statutory workers compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

§ 14.3.1.5.1.2 Duration of the Project include the time from the beginning for the Work on the project until the Contractor's Work on the Project has been completed and accepted by Owner.

§ 14.3.1.5.1.3 Persons providing services on the Project ("Subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity, or employees of an entity that furnishes persons to provide services on the Project.

§ 14.3.1.5.1.4 Services include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the Projects. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets

§ 14.3.1.5.1.5 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ 14.3.1.5.1.6 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

§ 14.3.1.5.1.7 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 14.3.1.5.1.8 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

.1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have, on file, certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 14.3.1.5.1.9 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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§ 14.3.1.5.1.10 The Contractor shall notify the Owner, in writing by certified mail or personal delivery, within ten (10) days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ 14.3.1.5.1.11 The Contractor shall post on each Project site a notice, in the text form and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ 14.3.1.5.1.12 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the 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 Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the Project;

.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.4 Obtain from each other person with who it contracts, and provide to the Contractor:

.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, 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 deliver, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.7 Contractually require each person with whom in contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ 14.3.1.5.1.13 By signing the Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ 14.3.1.5.1.14 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

§ 14.3.1.5.1.15 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers wo are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued or delivery, or renewed on or after January 1, 1996.

28TAC Section 110.110(i)

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§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies 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 Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and or, if no Exhibit B is included, as specified in Article 11 of AIA Document A201-2017, as amended by Owner.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 This section intentionally left blank.

§ 14.5 Other provisions: This section intentionally left blank.

§ 14.5.1 Criminal History Checks. So that Owner can obtain the national criminal history record information required by Texas Education Code Chapter 22.08341 on all "covered employees," (as defined in Section 3.4.6.3.) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor 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. Contractor'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 Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 14.5.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 14.5.3 For the purposes of this Section, "covered employees" means employees, agents, or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means: any conviction or other criminal history information designed by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

§ 14.5.4 On request of Owner, Contractor shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontractors. Contractor shall

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update this list on Owner's request.

§ 14.5.5 Owner's Additional Requirements Related to Criminal Histories. In addition, as provided in Section 3.4.6.1 above, Owner or Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Contractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present.

§ 14.5.6 Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor 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 Contractor represents and warrants to the Owner the following:

§ 14.5.7 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

14.5.8 Contractor warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. The Contractor warrants and represents that it will not engage in such acts or omissions during the term of this Contract.

14.5.9 Contractor warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations with energy companies, or with a person or entity doing business with energy companies. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. The Contractor warrants and represents that it will not engage in such acts or omissions during the term of this Contract.

14.5.10 Contractor warrants and represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

§ 14.6

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor 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 Contractor 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 Contractor that Contractor provide that information to the District.

.2 The Contractor 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 Contractor upon request of the District;

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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 Contractor; 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 Contractor agrees that the contract can be terminated if the Contractor 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 a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor 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 Contractor 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.

§ 14.7 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 14.8 Interpretation of the Agreement & Contract Documents. The Owner and the Contractor/Construction Manager expressly recognize, accept, and agree to following terms and conditions as it relates to the interpretation and enforcement of this A133 Agreement, the A133 Exhibit A, the A201 Agreement, and the other documents and exhibits that make up the Contract Documents:

.1 The terms "Contractor" and "Construction Manager" refer to the same entity identified in this document and other Contract Documents as "Goytia Enterprises Company." The parties understand that the terms "Contractor" and "Construction Manager" may be used interchangeably herein and in other Contract Documents as context requires and that terms and conditions that bind the Construction Manager are binding on the Contractor. The parties agree to always apply these terms, whether jointly or singularly, in favor of the Owner.

.2 For purposes of payment, the Construction Manager is entitled to a single fee of $20,000.00. It is not entitled to any other payment for work performed during the Preconstruction Phase.

.3 As of the Effective Date. the Owner and the Contractor/Construction Manager recognize that they have commenced and completed much of the Preconstruction work as laid out in this A133 Agreement. To the extent Preconstruction work has been accomplished prior to the Effective Date, the

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terms and conditions contained herein requiring performance are mutually waived by the Owner and the Construction Manager/Contractor and are not binding upon either party.

.4 The A133, A133 Exhibit A, and the A201 contract documents are typically designed to work together to accommodate a Preconstruction phase to be followed by a Construction Phase. The Owner and the Contractor/Construction Manager acknowledge, accept and affirm that a truncated timeline requirement has abrogated much of the work laid out in the Contract Documents related to the Preconstruction or Pre-GMP phase to such extent that Contractor/Construction Manager has been able to confirm the GMP prior to the execution of this A133 Agreement. Any interpretation of the Contract Documents, specifically including the A201 and A133 Exhibit A document, shall be understood in this context. If there arises a conflict or question concerning the interpretation of these documents, all such questions shall be resolved in favor of the Owner. The Contractor/Construction Manager expressly waives any right to challenge this provision and agrees that it is a reasonable and necessary provision and a material part of the Owner entering into this overall construction agreement.

.5 To the extent this § 14.8 or its subparts conflict with any other terms, condition or provisions found in the A133 Agreement, the A133 Exhibit A, the A201 Agreement, and/or other Contract Documents, this § 14.8 and its subparts shall prevail and control.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Contract represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Construction Manager. If any portion of this Contract is determined to be invalid, unenforceable, or void, then that portion shall be severed, and all other portions of this contract shall remain in full force and effect.

§ 15.2 The following documents are included in the Contract, in addition to those listed in Section 1.1.:

.1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, once, and if executed.

.3 AIA Document Al 33™-2019, Exhibit B, Insurance and Bonds, once, and if executed. AIA Document A20I™-2017, General Conditions of the Contract for Construction as amended by Owner.

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

Edgar Goytia Digitally signed by Edgar Goytia Date: 2026.06.12 15:04:34 -06'00'

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
« »« »	« »« » Edgar Goytia, Vice-President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

«2026 Roof Replacements – Package #2
Noel Elementary School, San Jacinto Elementary School, Cameron Elementary School, Crockett Middle School, and Ector College Prep Middle School
»

THE OWNER:
(Name, legal status and address)

Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761 »

THE ARCHITECT:
(Name, legal status and address)

Bluefin, LLC
4322 N. Beltline Rd. Suite B110
Irving, TX 75038
Telephone Number: 214.758.0785

THE CONTRACTOR:
Edgar Goytia, Vice President
Goytia Enterprises Company
2220 Bassett Ave. El Paso, TX 79901
(915)241-7909 / edgar@goytia.us
»

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Goytia Enterprises Company (hereinafter referred to as "Contractor") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Contractor have agreed to enter into AIA Document A201-2017 Agreement ("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 Contractor on this project, Owner and Contractor 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.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), all sections of the Project Manual and Construction Documents (as defined in §1.1.3 below) including Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order signed by both parties, (3) a Construction Change Directive signed by both parties, or (4) a written order for a minor change in the Work issued by the Architect. Any reference to Contract Documents herein shall include the Construction Documents, and any other documents included in the Contract Documents, as amended and/or supplemented for this Project.

§ 1.1.1.1 The Agreement, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of conflict, terms and conditions contained in the Agreement, shall take precedence over terms and conditions contained in the General Conditions, and the terms and conditions in the General Conditions, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction (the Contract). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification signed by Contractor, approved by Owner's Board of Trustees, and signed by the representative of the Owner's Board of Trustees who is authorized to sign contracts. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative after approval by Owner's Board of Trustees. If an approved Contract Document requiring Contractor's signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure of Contractor to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract by Contractor.

§ 1.1.3 The Work; Construction Documents

The term "Work means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project (defined below). The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, Specifications, geotechnical reports, Addenda, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction

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of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

§ 1.1.4 The Project
The Project is defined as the total construction of the Work to be performed under the Contract Documents and may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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

§1.1.9 Addenda. Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents and Construction Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

§ 1.1.10 All references to "Contractor" shall include "Construction Manager at Risk" as appropriate.

§ 1.1.11 The Owner may retain Program Manager(s) to carry out some of the functions of the administration of the Owner's construction program. The Contractor, Architect, and Program Manager (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager, including the assignment of the Program Manager, may be changed by Owner during the Project.

§ 1.1.12 Approved, Approved Equal, Approved Equivalents, Or Equal The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

§ 1.1.13 Abbreviations

The following abbreviations shall be used throughout this document:

AIA:	American Institute of Architects. (All references to AIA documents refer to AIA's trademarked documents. Each reference to a specific document shall refer to the document as amended for this Project.)
AIEE:	American Institute of Electrical Engineers
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ANSI:	American National Standards Institute
ASA:	American Standards Association
ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency

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FS:	Federal Specification
NEC:	National Electrical Code
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
TAS:	Texas Accessibility Standards
UL:	Underwriters Laboratories, Inc.

§ 1.1.14 Bids or Bidding. The terms "Bids" or "Bidding" shall include any kind of competitive purchasing under Texas Government Code Chapter 2269.

§ 1.1.15 Miscellaneous Other Words

§ 1.1.15.1 Business Day. The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

§ 1.1.15.2 Calendar Day. A calendar day is a day on the Gregorian Calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days unless noted otherwise.

§ 1.1.15.3 Holidays. Owner-approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.15.4 Work Day. Work days are all calendar days except Holidays.

§ 1.1.15.5 Anticipated Weather Days. An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.5.3 lists required Anticipated Weather Days.

§ 1.1.16 Contract Sum. "Contract Sum" shall have the same meaning as in Section 5.1 of the Agreement (A133-2019), for the Project when the Project is a Construction Manager at Risk Project, and the same meaning as in Article 4 of the Agreement (Al01-2017) for the Project.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless it shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of its Proposal. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. Prior to the Architect making a final decision as to the interpretation of the Contract

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Documents, the parties may submit a brief in support of their interpretation of the Contract Documents for the Architect to review in good faith. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Relation of Specifications and Drawings. General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the more expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.2.5 Materials, Equipment and Processes. Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the Contract Documents which results in equipment requiring more area then shown on the Contract Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences without additional cost or delay unless by approved Change Order. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond in writing to proposed substitutions within ten (10) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contract Documents and, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable. The Owner and the Architect reserve the right to determine the equivalency of equipment and materials that deviate from any of the indicated and specified requirements.

§ 1.2.6 Standards and Requirements. When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Construction Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are granted a limited license to use and reproduce the Construction Documents provided to them, subject to any protocols established pursuant to Section 1.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work. The use and return of the Construction Documents is the responsibility of the Contractor. The Owner shall bear no responsibility or liability for the Contractor's use or return of the Construction Documents.

§ 1.6 Notice
§ 1.6.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the independent school district identified in the Contract Documents. The Board of Trustees, by majority vote, is generally the only representative of the Owner having the power to: enter into a contract; amend a contract, including but not limited to AIA Document A-133 Exhibit A; approve changes in the scope of Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible in the event any of the foregoing actions are required to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may further delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or other designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency and to approve and execute legally authorized Change Orders in accordance with Board policy. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the

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Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees. Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.1.2 It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of third parties.

§2.1.3 The Owner, the Contractor and the Architect shall meet periodically at mutually-agreed-upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 2.1.4 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 Owner's Financial Arrangements

§ 2.2.1 The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect or reasonably similar. Owner shall notify Contractor if a successor architect has been employed by Owner. The choice of Architect and successor architect is left to the sole and absolute discretion of the Owner.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness after receiving the Contractor's written request for such information or services. Absent such timely notification, any Claim based upon lack of such information or services shall be waived.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor at least one copy of the Construction Documents, as provided for in the Project Manual, for purposes of making reproductions

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pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct defective Work, fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction Documents as required by Section 12.2, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Architect shall, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and other consultants' additional services, if any, made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, then the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, then the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required by law, in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and includes the Construction Manager at Risk, if applicable.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, activities of the Owner (or Owner's Program Manager, if applicable), or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute this Contract and material term of the of the Contract which the Owner would not enter otherwise and, which such representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

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.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers, abilities, capacity, and scope of expertise.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor represents and warrants by submission of a Proposal that it has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work, and that, from its own investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions being provided to Contractor by the Architect or after Contractor's receipt of revised Construction Documents from the Architect.

§ 3.2.3 Neither the Owner nor the Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for its position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. The Contractor shall be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities when the Contractor recognized or should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work.

§ 3.2.5 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas

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lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site. If applicable, Contractor shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, or painting work in schools built prior to 1978 involving lead-based paint.

§ 3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or its Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

§ 3.2.7 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

.1 The location, condition, layout, drainage and nature of the Project site and surrounding areas;

.2 Generally prevailing climatic conditions;

.3 Anticipated labor supply and costs;

.4 Availability and cost of materials, tools and equipment; and

.5 Other similar issues

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects in writing to the Contractor's proposed alternative within two (2) Business Days, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the

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Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner .

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all sub-contractors and sub-sub-contractors.

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

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

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

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

.4 Trench excavation safety protection shall be a separate pay item and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item and shall be based on the square feet of shoring used.

§ 3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does

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not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work and shall in no way affect Contractor's independent contractor status.

§ 3.3.8 Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

§ 3.4 Labor and Materials

§ 3.4.1 These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code § 2269.054. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the prior written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After evaluation by the Architect, substitutions and alternates may be rejected by the Architect without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.1.2 When seeking a substitution**,** the Contractor must submit to the Architect: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete

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evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in writing to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

§ 3.4.2.3 Whether or not the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4. Including, but not limited to, the specific requirements of Article 10, Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct its work so as to protect the Contractor from the consequences of its own conduct.

§ 3.4.5 Pursuant to Texas Education Code Section 44.034, Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 3.4.6 CRIMINAL HISTORY CHECKS

§ 3.4.6.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.08341 on all "covered employees" (as defined in Section 3.4.6.3) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor 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. Contractor'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 Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 3.4.6.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

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§ 3.4.6.3 For the purposes of this Section, "covered employees" means employees, agents or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. 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 subcontractors from interacting with students or entering areas used by students, informs employees, contractors, and subcontractors 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 § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful materials to a minor. The term "instructional facility" means real property, and 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.

§ 3.4.6.4 Contractor's violation of this section shall constitute a substantial failure under Article 14.

§ 3.4.7 PREVAILING WAGE RATES

§ 3.4.7.1 Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the "Minimum Wage Schedule" attached to this Agreement. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code Section 2258.001 *et seq.*

§ 3.4.7.1 Contractor shall forfeit, as a penalty to the Owner, $60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

§ 3.4.7.3 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors related to the Project.

§ 3.4.7.4 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages."

§ 3.4.7.5 If no schedule is attached, then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. Section 276a, (which can be accessed on the internet at https://www.wdol.gov/ or https://beta.sam.gov/) effective as of the date of this Agreement.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of

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finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective point of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturers or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code Section 61.1040.

§ 3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten (10) days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

.1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or

.2 an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or

.3 such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to issue in the name of the owner, or assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, for any and all material, equipment, fixtures and furniture (if supplied or installed by Contractor or its subcontractors), other special warranties, and manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

§ 3.5.6 The warranties of Contractor provided in Section 3.5 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way

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which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.5.7 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty under Section 12.2 herein on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period under Section 12.2 herein, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period under Section 12.2 herein. Contractor shall prosecute such warranty work under Section 12.2 herein without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period under Section 12.2 herein. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.5.8 Prior to receipt of Final Payment, Contractor shall:

.1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;

.2 Verify that the documents are in proper form and contain full and necessary information;

.3 Co-sign warranties when required;

.4 Bind all warranties in a commercial quality 8-1/2 X 11 inch three-ring binder containing hardback, cleanable, plastic covers in which the warranty documents shall be placed and protected;

.5 Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project; name, address and telephone number of Contractor; and name of its responsible principal;

.6 Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified;

.7 Separate each warranty with index tab sheets keyed to the Table of Contents listing; and

.8 Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

§ 3.6 Taxes

The Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

§ 3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also, after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices required of Owner pursuant to Texas Business and Commerce Code, Section 16.0001, or any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially, report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees or Board's designee and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the

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Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection, unless required to do so by the terms of the Construction Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum, unless required to do so by the terms of the Construction Documents, shall be adjusted accordingly. The amount of the adjustment shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper

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coordination and expedition of the Work. Owner reserves and shall have the absolute right, in its sole and absolute discretion, to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

§ 3.9.2 ***This section intentionally left blank.***

§ 3.9.3 The Owner shall be notified not less than 24 hours before any time that Contractor's superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under general conditions for such day.

§ 3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under general conditions for such day.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall prepare and submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

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§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available at all times, at the Project site, the Construction Documents, including Change Orders, Construction Change Directives, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner at all times, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish, for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture, or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected, and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect

§ 3.12.11 The Contractor shall submit complete drawings, data and samples to the Architect at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum if the Project is an A101 project, or Guaranteed Maximum Price if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

§ 3.12.12 The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two additional sets for the Architect, one additional set for the Owner and one additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect, plus one additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or its consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of Work.

§ 3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

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§ 3.12.14 The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer.

§ 3.13 Use of Site

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

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.5 Without prior written approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance areas and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other similar flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Care shall be taken by all

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workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 3.15.4 After construction is complete. Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect and their designated representatives with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS PREPARED BY THE ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR

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OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS

§ 3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ETSEQ.*

§ 3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

§ 3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 It is understood and agreed that Subparagraph 3.18.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 3.18.8 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH

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THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY {INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 3.18.1 ABOVE.

§ 3.19 ANTITRUST VIOLATION. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *etseq.* The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner.

§ 4.1.3 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.

§ 4.2.2 Architect shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or its structural consultant will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or its structural consultant will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

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§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.

§ 4.2.5 As further provided in the Contract Documents, based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect shall reject Work that does not conform to the Construction Documents and the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have will recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspections required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents and the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or Separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents and the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples.

§ 4.2.8 The Architect shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and shall review

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properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations or recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

§ 4.2.13 The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 4.2.14 The Architect will review and respond to requests for information about the Construction Documents and the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information, at no additional cost to the Owner.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect shall notify in writing the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for

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review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. When the parties agree on a proposed substitute Subcontractor, then the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.2 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for any unperformed portion of the Work is assigned by the Contractor to the

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Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause or convenience pursuant to Article 14 or abandonment of the Project by the Contractor; and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and

.3 the Subcontractor provides bonds as required by law or prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.5 NOTICE OF SUBCONTRACTOR DEFAULT

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall coordinate the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor to ensure that the Work remains on schedule. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement between the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 ***This section intentionally left blank***

§ 6.2 Contractor's Responsibility

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's Separate Contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's Separate Contractors. The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access and introduction and storage or staging of their materials and equipment and performance of their

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activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's Separate Contractors. Contractor shall review Owner's contract with Owner's Separate Contractors and become familiar with the requirements and scope of services contained therein.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify in writing the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work, and shall promptly report in writing to the Architect and Owner if Owner's Separate Contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify in writing the Architect and Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper and is performed in a timely manner to receive the Contractor's Work. The Contractor shall not be responsible for latent discrepancies or defects in the construction or operations by the Owner or Separate Contractor.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.3.1 If the Architect is required to provide additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services result from negligence of or an act or omission by the Architect.

§ 6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

§ 6.2.3.3 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 7.1.4 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work.

§ 7.1.5 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 7.1.6 If the Contract Sum is $1,000,000.00 or more, or if the Contract Sum is less than $1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to $1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code §44.0411.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum or Guaranteed Maximum Price; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum, or Guaranteed Maximum Price, or Contract Time, or all of the above. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum or Guaranteed Maximum Price and Contract Time being adjusted accordingly.

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum or Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon (additional mark-ups for overhead, profit, and fees will not be allowed);

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, subject to the limitations of subparagraph 7.4.1; or

.4 As provided in Section 7.3.4, subject to the limitations of subparagraph 7.1.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum or Guaranteed Maximum Price, then Architect shall determine the adjustment on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

.1 Actual costs of labor, including applicable payroll taxes, and workers' compensation insurance;

.2 Actual costs of materials, supplies, and equipment, including cost of transportation used in performing the Change in the Work;

.3 Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools;

.4 Actual costs of premiums for all bonds and insurance, and permit fees;

.5 Costs of supervision and field office personnel directly attributable to the change.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Maximum Price, or Contract Time, provided that, pursuant to Texas Government Code Section 2251.0521, Contractor shall not be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the Guaranteed Maximum Price or the Contract Sum. No subcontractor shall be required to proceed with additional work nor be responsible for any damages resulting from not proceeding with such work absent a fully-executed Change Order when such Construction Change Directive, either individually or collectively with other Construction Change Directives for which no Change Order has been fully executed, exceeds ten percent (10%) of the subcontractor's contract amount.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum or Guaranteed Maximum Price, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the Contractor's allocated percent of profit and overhead, all as confirmed by the Architect.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative, the Architect may order minor changes in the Work that are consistent with the Contract Documents or Construction Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Guaranteed Maximum Price, or Contract Time, the Contractor waives any adjustment to the Contract Sum or Guaranteed Maximum Price, or extension of the Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. This is a material term of the Agreement. Owner would not enter the Agreement without Contractor's acknowledgment and acceptance of these terms.

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, governmental actions, or adverse weather conditions documented in accordance with Section

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15.1.6.2; (4) by delay authorized in writing by the Owner; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, may justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay caused by bad weather or acts of God is an extension of time.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices may be equitably adjusted by prior written agreement.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum or in the case of a Guaranteed Maximum Price, within 15 days after establishing the Guaranteed Maximum Price, to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702 and G703, Application and Certificate for Payment and Continuation Sheet. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702CMa and G703 shall be used.

§ 9.2.2 If the project is a Construction Manager at Risk project, in order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, or general conditions, etc. shall be listed as individual line items.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, or paving, etc.

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, or start-up, etc.).

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit, or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general

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conditions), updated monthly.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage.

§ 9.3.1.1 Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 225 1.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or supplier, unless Contractor has self-performed the Work.

§ 9.3.1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. *{Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).*

§ 9.3.2 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The location must be a bonded warehouse.

.3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.

.5 Payment shall not include any charges for overhead or profit on stored materials.

.6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission
by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

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Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen. laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FORITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

§ 9.3.4 Contractor shall submit Applications for Payment electronically or, if requested by owner, in writing and in quadruplicate using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contactor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of the Application for Payment; that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Payment Application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.3.4. If the Application for Payment is complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) certify and issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reasons for withholding certification and disputing in part certification in accordance with Texas Government Code Section 2251.042(2)) and as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner in writing with a detailed statement of the Architect's reason for withholding certification in whole in accordance with Texas Government Code Section 2251.042(a) and as provided in Section 9.5.1.

Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *etseq.* Owner may not withhold from payments more than 110% of the disputed amount. Owner shall provide certifications of payment for any of the Owner's separate consultants or contractors on Architect's prior written request.

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§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents; or
- **.8** failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

§ 9.5.2 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment from Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment pursuant to Texas Government Code Section 2251.042 *et seq.,* listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier,. Any action taken by the Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor. Texas Property Code § 162.001.

§ 9.6.8 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any

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Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

§ 9.7 Failure of Payment

§ 9.7.1 Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due, and owing after the date the payment is due under the Contract Documents then the Contractor, upon ten (10) additional days' written notice to the Owner and Architect that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's or the State's Substantial Completion Certificate. The payment certification shall state the date of Substantial Completion, the punch list provided by the Contractor to address all remaining areas of the Project, and all known Owner-accepted non-conforming work. Required certifications of work requested or required by the Owner shall be limited to work required under the Contract Documents.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare, sign and issue Owner's Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when agreed to by the Owner and the Contractor in writing, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and property and liability insurance. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

§ 9.9.2 Immediately prior to such partial occupancy, use, or installation, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work .

§ 9.9.3 Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the

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Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G7O6, an affidavit confirming that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been fully paid or otherwise satisfied, (2) evidence satisfactory to Owner that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) using AIA Document G707, consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as AIA Document G706A, notarized subcontractor's lien releases, receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7;

.2 Final list of subcontractors (AIA Document G705);

.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance;

.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;

.5 Maintenance and Instruction Manuals;

.6 Owner's Final Completion Certificate; and

.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment. 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).

Per 19 TAC Section 61.1040(6)(f)(C), Contractor shall certify the following:

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(i) Process certifications. To ensure construction quality and performance of contract terms, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in conformance with the contract documents.

(ii) Certifications related to construction quality standards under subsection (j) of 19 TAC Section 61.1040.

To ensure compliance with construction quality standards, the Contractor and prime subcontractors, if applicable, shall certify compliance at the completion of a capital improvement project that the Project has been built in conformance with the contract terms and performance standards specified by the Contract Documents for the Contractor and for any of its subcontractors or subconsultants of any tier, which shall include certification of compliance with any subsequent change order documents approved by the Owner and Architect.

Where a third-party code compliance officer is required by subsection (j) of 19 TAC Section 61.1040 to ensure that a third-party code compliance officer does not find any violations of the provisions of the required construction codes identified in subsection (j)(l) of 19 TAC Section 61.1040 that are not enforced by a state or local authority having jurisdiction, Owner shall require that a third-party code compliance officer issue a third-party certificate of occupancy. Where a local authority having jurisdiction enforces some of the required construction codes, a third-party code compliance officer shall not issue a third-party certificate of occupancy until either the local authority having jurisdiction has issued a certificate of occupancy or the local authority having jurisdiction indicates in writing to the third-party code compliance officer that the local authority having jurisdiction does not issue certificates of occupancy.

Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. To provide a safe and secure environment, the Contractor and prime subcontractors, if applicable, shall certify compliance that the Project has been built in reasonable accordance with the safety and security directives provided by the school district and reflected in the Contract Documents prepared by the Architect.

Special provisions for a Construction Manager-Agent. For projects that use the construction manager agent contracting method established in Texas Government Code Chapter 2269, Subchapter E, the Construction Manager Agent and each construction prime contractor must provide certification in accordance with clause (i) of 19 TAC Section 61.1040, and each shall certify the scope of work for which they are contractually responsible.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, and it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any Claims by the Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 *et seq.,* and all amendments thereto. However, the

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Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents. Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

§10.1.2 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies, as a result of a for-cause test, conducted immediately following removal, that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 10.1.3 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as other buildings, and other contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities, and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any personal or real property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

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§ 10.2.4 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment, or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.

§ 10.2.9 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

§ 10.2.10 Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

§ 10.2.11 Injury or Damage to Person or Property
If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor understands and acknowledges that, under Texas law, Owner has sovereign and/or governmental immunity as to all torts except as to the Owner's permitted use or operation of Owner's motor vehicles, subject to any defenses under law.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify in writing the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

§ 10.3.2 Upon receipt of the Contractor's written notice concerning hazardous materials, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless.

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Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 10.3.3 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site.

§ 10.4 Emergencies

§ 10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

§ 10.5.1 Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.5.2 Final Payment shall not be made until this written certification has been received.

§ 10.6 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 HAZARDOUS MATERIALS CERTIFICATION

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 No Work will be commenced, and no equipment or materials can be shipped, until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and additional insured (except as noted in Section 11.0.4) and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations, and additional endorsements, as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than "A-" X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

§ 11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives, or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives, or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner as provided for in Section 11.3.

§ 11.0.6 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives, or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§11.1 Contractor's Bond

§ 11.1.2 ***This section intentionally left blank.***

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.2.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be in a total amount equal to 100% of the Contract Sum or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five

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business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other financial security acceptable to the Owner to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-" X according to the latest posted ratings on the A.M. Best website, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

§ 11.1.2.2 The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

§ 11.1.2.3 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.1.2.4 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor knows or should know of an impending or actual cancellation of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation. Upon receipt of written notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of written notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. At least 30 calendar days prior to the date of expiration of any policy required by Section 11.1, Contractor shall provide Owner written notice of the impending expiration.

§ 11.2 Contractor-Provided Insurance Coverages For any and all Work under the Agreement, and until completion and final acceptance of the Work, the Contractor and each Subcontractor (of any tier) shall, at its own expense, obtain and maintain the following minimum coverages, written on a primary and noncontributory basis (Contractor

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has the right to increase these minimum coverages per Subcontract): Workers Compensation and Employer's Liability, Builder's Risk, Commercial Automobile Liability Insurance, Professional Liability Insurance, Crane Liability and Riggers Legal Liability, Cyber Liability Insurance, Unmanned Aircraft Liability Insurance, Tools and Equipment Floater Insurance, as applicable and as further explained in Exhibit A.

§ 11.3 Waivers of Subrogation

§ 11.3.1 All insurance required herein shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation. The Contractor shall require similar written waivers in favor of the Owner, from the subcontractors and sub-subcontractors. The policies of insurance purchased and maintained by Contractor pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation

§ 11.3.2 The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work with insurers, regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.

§ 11.3.3 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

§ 11.4 Loss of Useand Business Interruption

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor and/or the Architect do not object, the Owner shall settle the loss and the Contractor and Architect shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor and/or Architect timely object to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. .

§ 12.2.1.1 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not respond within 24 hours of a written notice by Owner of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

§ 12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner, but only as to the corrected Work.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction by the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to

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other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are destroyed or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or by defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, then an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner or Architect shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for

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such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely written notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Owner shall provide or contract for such additional testing, inspection, or approval. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect, with a copy to the Owner.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 Contractor warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. The Contractor warrants and represents that it will not engage in such acts or omissions during the term of this Contract.

§ 13.4.8 Contractor warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations with energy companies, or with a person or entity doing business with energy companies. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. The Contractor warrants and represents that it will not engage in such acts or omissions during the term of this Contract.

§ 13.4.9 Contractor warrants and represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

§ 13.4.10 Interpretation of the Agreement & Contract Documents. The Owner and the Contractor/Construction Manager expressly recognize, accept, and agree to following terms and conditions as it relates to the interpretation and enforcement of this A133 Agreement, the A133 Exhibit A, the A201 Agreement, and the other documents and exhibits that make up the Contract Documents:

.1 The terms "Contractor" and "Construction Manager" refer to the same entity identified in this document and other Contract Documents as "Goytia Enterprises Company." The parties understand that the terms "Contractor" and "Construction Manager" may be used interchangeably herein and in other Contract Documents as context requires and that terms and conditions that bind the Construction Manager are binding on the Contractor. The parties agree to always apply these terms, whether jointly or singularly, in favor of the Owner.

.2 The A133, A133 Exhibit A, and the A201 contract documents are typically designed to work together to accommodate a Preconstruction phase to be followed by a Construction Phase. The Owner

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and the Contractor/Construction Manager acknowledge, accept and affirm that a truncated timeline requirement has abrogated much of the work laid out in the Contract Documents related to the Preconstruction or Pre-GMP phase to such extent that Contractor/Construction Manager has been able to confirm the GMP prior to the execution of this A133 Agreement. Any interpretation of the Contract Documents, specifically including the A201 and A133 Exhibit A document, shall be understood in this context. If there arises a conflict or question concerning the interpretation of these documents, all such questions shall be resolved in favor of the Owner. The Contractor/Construction Manager expressly waives any right to challenge this provision and agrees that it is a reasonable and necessary provision and a material part of the Owner entering into this overall construction agreement.

§ 13.5 Interest

Undisputed payments overdue and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate as provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 RECORDS

§ 13.7.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.7.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.7.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.4 Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.7.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the

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Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.8.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.8.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.8.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, *et seq.,* and the Texas Open Meetings Act, Texas Government Code, Section 551.001, *et seq.*

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, then, after the applicable time period the Contractor may, upon ten (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

§ 14.1.4 If the Work is stopped for a period of 90 (ninety) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon twenty (20) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

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.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

.5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in serious or repeated worker misconduct in violation of Article 3.3.2;

.7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.8 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price, (if the Project is a Construction Manager at Risk project), then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum, Guaranteed Maximum Price, and Contract Time may be adjusted, by mutual written agreement, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, with at least thirty (30) days' written notice, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.3.

ARTICLE 15 CLAIMS AND DISPUTESOF CONTRACTOR§ 1 5.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of additional compensation under the Contract Documents, interpretation of the Contract Document terms, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Litigation

The Owner and Contractor shall commence all litigation whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law, but in the case of the Owner, not more than 8 years after the date of Final Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.009. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Architect. Claims by Contractor under this Section 15.1.3.1 must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the Contractor

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first knew or should have known the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as a result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Claims not filed as required by this Section shall be waived.

§ 15.1.3.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.

§ 15.1.5 Claims for Additional Cost or An Increase in the Contract Sum or Guaranteed Maximum Price

If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum or Guaranteed Maximum Price, written notice as provided in Section 15.1.3 shall be given to Owner and Architect. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Trustees, or Owner's representative if provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and prevented the execution of major items of work on normal working days. "Adverse weather conditions" means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year. The Contractor shall anticipate and include in the construction schedule rain days due to adverse weather conditions. A rain day is defined as a day when rainfall exceeds one-half (.5) inch during a 24-hour period.

§ 15.1.6.3 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract. No delays or extensions shall be granted for mud conditions.

§ 15.1.6.4 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of delays caused by adverse weather conditions, or because of hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work.

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Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 15.1.6.5 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor waives all Claims against Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration.

Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Resolution of Claims and Disputes
§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect. In such case, the Owner may petition the Architect in writing to issue a recommendation within five (5) Business Days, which shall extend the period for the issuance of the written recommendation.

§ 15.2.2 The Architect shall review Claims and within ten days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

§ 15.2.3 In evaluating Claims, Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in making a written recommendation.

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

§ 15.2.5 Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be reached, then either party may request mediation of the dispute pursuant to Section 15.3.

§ 15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.3 Alternative Dispute Resolution
§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived under the terms of the Contract Documents, shall, after written recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in

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writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located.

§ 15.3.3 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be NO mandatory arbitration for any dispute arising hereunder.

§ 15.5 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 15.6 In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

EXECUTED this 16 day of June, 2026.

Edgar Goytia

Digitally signed by Edgar Goytia
Date: 2026.06.12 15:05:46 -06'00'

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
« Dr. Keeley Boyer, Superintendent » « Ector County Independent School District »	« » Edgar Goytia, Vice-President « » Goytia Enterprises Company
(Printed name and title)	*(Printed name and title)*

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Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF AIA DOCUMENT A133 – 2019 EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT FOR BOND 2023 PRIORITY 1 AND 2 ROOFING PROJECTS – PACKAGE 2**

DATE: June 16, 2026

It is the recommendation of the administration that the Board of Trustees approve the AIA Document A133 – 2019 Exhibit A Guaranteed Maximum Price Amendment for Bond 2023 Priority 1 and 2 Roofing Projects – Package 2. This agreement is between Ector County ISD and Goytia Enterprises Company. Package 2 consists of the following schools:

- Crockett MS
- Ector MS
- Cameron ES
- San Jacinto ES
- Noel ES

****

Administrative Recommendation:

The administration requests that the Board approve the AIA Document A133 – 2019 Exhibit A Guaranteed Maximum Price Amendment for Bond 2023 Priority 1 and 2 Roofing Projects – Package 2.

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «16 » day of «June » in the year « 2026 », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «16 » day of « June » in the year « 2026 » (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

2023 Bond Program New Construction and Renovations to EC1SD Roof Bond Package 2 Noel Elementary School, San Jacinto Elementary School, Cameron Elementary School,
Crockett Middle School, and Ector College Prep Middle School

THE OWNER:
(Name, legal status, and address)

«Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761 »« »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«
Edgar Goytia, Vice President
Goytia Enterprises Company
2220 Bassett Ave. El Paso, TX 79901
(915)241-7909 / edgar@goytia.us

WHERE AS, Ector County Independent School District (hereinafter referred to as 'Owner') **and** Goytia Enterprises Company (hereinafter referred to as 'Construction Manager') desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Construction Manager have agreed to enter into AJA Document A133™-2019 Exhibit A 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 Construction Manager on this project;

THEREFORE Owner and Construction 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.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Pace is an amount that the Contract Sum, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement. to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to Fifteen Million Five hundred eighty two Thousand and eighty one Dollars and fifty five cents($ 15,582,081.55.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

Noel Elementary School	$1,916,984
San Jacinto Elementary School	$1,963,793
Cameron Elementary School	$2,220,845
Crockett Middle School,	$3,207,664
Ector College Prep Middle School	$7,554,402

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 32.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

« See GMP Summary Exhibit B »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

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§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of execution of this Amendment.

[« X »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« Day after receipt of Notice to Proceed »

The commencement date will be the first business day after the Construction Manager's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Construction Manager, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 1 1 of the Al A document A201-2017.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: « 5/30/2028 »

Final Completion shall be 30 calendar days after the date of Substantial Completion subject to adjustments of the Contract
Time as provided in the Contract Documents.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.11 of the Agreement, at $500.00 per day.

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ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the Contractor's review of drawings, specifications, design plans, thorough inspection of the Job Site, and its general commercial knowledge related to the Work to be provided pursuant to the Contract Documents.

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: N/A
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: As noted above, the Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the Contractor's review of drawings, specifications, design plans, thorough inspection of the Job Site, and its general commercial knowledge related to the Work to be provided pursuant to the Contract Documents.
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« N/A »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers as necessary to complete the Work in accordance with the Contract Documents.

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

Edgar Goytia
Digitally signed by Edgar Goytia
Date: 2026.06.12 15:01:35 -06'00'

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
« Keeley Boyer, Superintendent » « Ector County Independent School District »	« » Edgar Goytia, Vice-President « » Goytia Enterprises Company
(Printed name and title)	*(Printed name and title)*

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Exhibit B

Noel Elementary School-2200 Newcomb Dr., Odessa, TX 79764			
AR E A / S C OP E	**QTY**	**C OS T**	
Remove and Replace Roof Section A	14492 SF	$	333,316.00
Remove and Replace Roof Section B	19214 SF	$	441,922.00
Remove and Replace Roof Section C	5275 SF	$	121,325.00
Remove and Replace Roof Section D	4577 SF	$	105,271.00
Remove and Replace Roof Section E	8363 SF	$	192,349.00
Remove and Replace Roof Section F	2405 SF	$	60,125.00
Remove and Replace Roof Section G	468 SF	$	9,360.00
Remove and Replace Roof Section H	1635 SF	$	37,605.00
Remove and Replace Roof Section I	1137 SF	$	26,151.00
Remove and Replace Roof Section J	1175 SF	$	23,500.00
Remove and Replace Roof Section K	199 SF	$	3,980.00
Remove and Replace Roof Section N	503 SF	$	12,575.00
Remove and Replace Roof Section O	835 SF	$	20,875.00
Remove and Replace Roof Section P	660 SF	$	15,180.00
Access Ladders	3 EA	$	19,500.00
Pre-Manuf. Edge Metal / Fascia / Gutters	2711 LF	$	67,775.00
Relocate side mounted penetrations	1 EA	$	500.00
Goose Necks / Roof Vents	54 EA	$	16,200.00
Condensation Pans	48 EA	$	12,000.00
Paint Cast Iron Drai n Covers Safety Red	0 EA	$	-
Paint existing gas lines safety yellow.	2295 LF	$	11,475.00
Mechanical Work PHP Pipe Units installed according to IMC	Package Cost	$	336,000.00
		$	
Subtotal		$	1,866,984.00
Owner's Contingency		$	50,000.00
TOTAL		**$**	**1,916,984.00**

San Jacinto Elementary School-1000 W 19th St., Odessa, TX 79763			
AR E A / S C OP E	**QTY**	**C OS T**	
Remove and Replace Roof Section A	7219 SF	$	166,037.00
Remove and Replace Roof Section B	1254 SF	$	28,842.00
Remove and Replace Roof Section C-1	1916 SF	$	44,068.00
Remove and Replace Roof Section C-2	11007 SF	$	253,161.00
Remove and Replace Roof Section C-3	4838 SF	$	111,274.00
Remove and Replace Roof Section D	1013 SF	$	23,299.00
Remove and Replace Roof Section E	7218 SF	$	166,014.00
Remove and Replace Roof Section F-1	4529 SF	$	104,167.00
Remove and Replace Roof Section F-2	4767 SF	$	109,641.00
Remove and Replace Roof Section G	792 SF	$	18,216.00
Remove and Replace Roof Section H	5183 SF	$	119,209.00
Remove and Replace Roof Section I	1036 SF	$	20,720.00
Remove and Replace Roof Section J	2994 SF	$	59,880.00
Remove and Replace Roof Section K-1	6213 SF	$	142,899.00
Remove and Replace Roof Section K-2	577 SF	$	13,271.00
Pre-Manuf. Edge Metal / Fascia / Gutters	2915 SF	$	72,875.00
Relocate side mounted penetrations	1 EA	$	500.00

Exhibit B

Goose Necks / Roof Vents	35 EA	$	10,500.00
Condensation Pans	60 EA	$	15,000.00
Paint Cast Iron Drai n Covers Safety Red	0 EA	$	-
Paint existing gas lines safety yellow	2844 LF	$	14,220.00
Mechanical Work PHP Pipe Units installed according to IMC	Package Cost	$	420,000.00
		$	
Subtotal		$	1,913,793.00
Owner's Contingency		$	50,000.00
TOTAL		**$**	**1,963,793.00**

Cameron Elementary School-	**2401 W 8th St., Odessa, TX 79763**		
AR E A / S C OP E	**QTY**	**C OS T**	
Remove and Replace Roof Section A	7171 SF	$	143,420.00
Remove and Replace Roof Section A-A	1785 SF	$	35,700.00
Remove and Replace Roof Section A-B	1984 SF	$	45,632.00
Remove and Replace Roof Section A-C	1928 SF	$	44,344.00
Remove and Replace Roof Section A-D	751 SF	$	17,273.00
Remove and Replace Roof Section B	325 SF	$	6,500.00
Remove and Replace Roof Section C	1433 SF	$	28,660.00
Remove and Replace Roof Section D	664 SF	$	13,280.00
Remove and Replace Roof Section E	7406 SF	$	170,338.00
Remove and Replace Roof Section F	280 SF	$	5,600.00
Remove and Replace Roof Section G	1141 SF	$	22,820.00
Remove and Replace Roof Section H	7220 SF	$	144,400.00
Remove and Replace Roof Section I	15144 SF	$	302,880.00
Remove and Replace Roof Section J	2012 SF	$	46,276.00
Remove and Replace Roof Section K	344 SF	$	6,880.00
Remove and Replace Roof Section L	1110 SF	$	25,530.00
Remove and Replace Roof Section M	4931 SF	$	98,620.00
Remove and Replace Roof Section N	2026 SF	$	40,520.00
Remove and Replace Roof Section O	479 SF	$	11,017.00
Remove and Replace Roof Section P	1309 SF	$	26,180.00
Remove and Replace Roof Section Q	625 SF	$	14,375.00
Remove and Replace Roof Section R	1159 SF	$	23,180.00
Remove and Replace Roof Section S	1505 SF	$	30,100.00
Remove and Replace Roof Section T	9370 SF	$	215,510.00
Remove and Replace Roof Section U	100 SF	$	2,500.00
Remove and Replace Roof Section V	992 SF	$	24,800.00
Remove and Replace Roof Section W	2602 SF	$	65,050.00
Remove and Replace Roof Section X	598 SF	$	11,960.00
Pre-Manuf. Edge Metal / Fascia / Gutters	4500 LF	$	112,500.00
Relocate side mounted penetrations	0 EA	$	-
Goose Necks / Roof Vents	55 EA	$	16,500.00
Condensation Pans	56 EA	$	14,000.00
Paint Cast Iron Drain Covers Safety Red	0 EA	$	-
Paint existing gas lines safety yellow	2500 LF	$	12,500.00
Mechanical Work PHP Pipe Units installed	Package Cost	$	392,000.00
		$	
Subtotal		$	2,170,845.00

Exhibit B

Owner's Contingency		$	50,000.00
TOTAL		**$**	**2,220,845.00**

Crockett Middle School-2301 Conover Ave., Odessa, TX 79763			
AR E A / S C OP E	**QTY**	**C OS T**	
Remove and Replace Roof Section A-1	13259 SF	$	304,957.00
Remove and Replace Roof Section A-2	6286 SF	$	144,578.00
Remove and Replace Roof Section A-3	8931 SF	$	205,413.00
Remove and Replace Roof Section A-4	2790 SF	$	64,170.00
Remove and Replace Roof Section A-5	4151 SF	$	95,473.00
Remove and Replace Roof Section B	4274 SF	$	98,302.00
Remove and Replace Roof Section C	3808 SF	$	95,200.00
Remove and Replace Roof Section D	5442 SF	$	108,840.00
Remove and Replace Roof Section E	6221 SF	$	143,083.00
Remove and Replace Roof Section F	939 SF	$	21,597.00
Remove and Replace Roof Section G	249 SF	$	5,727.00
Remove and Replace Roof Section H-1	8897 SF	$	204,631.00
Remove and Replace Roof Section H-2	8228 SF	$	189,244.00
Remove and Replace Roof Section I-1	3155 SF	$	72,565.00
Remove and Replace Roof Section I-2	6713 SF	$	154,399.00
Remove and Replace Roof Section I-3	7221 SF	$	166,083.00
Remove and Replace Roof Section I-4	3088 SF	$	71,024.00
Remove and Replace Roof Section I-5	6713 SF	$	154,399.00
Remove and Replace Roof Section I-6	7221 SF	$	166,083.00
Remove and Replace Roof Section I-7	785 SF	$	18,055.00
Remove and Replace Roof Section J	3684 SF	$	84,732.00
Remove and Replace Roof Section K	4709 SF	$	117,725.00
Remove and Replace Roof Section L	103 SF	$	2,575.00
Remove and Replace Roof Section M	132 SF	$	3,300.00
Remove and Replace Roof Section N	81 SF	$	2,025.00
Remove and Replace Roof Section O	105 SF	$	2,415.00
Remove and Replace Roof Section Q	108 SF	$	2,484.00
Remove and Replace Roof Section S	103 SF	$	2,575.00
Remove and Replace Roof Section T	533 SF	$	10,660.00
Pre-Manuf. Edge Metal / Fascia / Gutters	4730 LF	$	118,250.00
Relocate side mounted penetrations	0 EA	$	-
Goose Necks / Roof Vents	64 EA	$	19,200.00
Condensation Pans	EA	$	10,250.00
Paint Cast Iron Drai n Covers Safety Red	0 EA	$	-
Paint existing gas lines safety yellow.	2130 LF	$	10,650.00
Mechanical Work PHP Pipe Units installed	Package Cost	$	287,000.00
Subtotal		$	3,157,664.00
Owner's Contingency		$	50,000.00
TOTAL		**$**	**3,207,664.00**

Ector College Prep Middle School - 809 W Clements St., Odessa, TX 79763		
AR E A / S C OP E	**QTY**	**C OS T**

Exhibit B

Remove and Replace Roof Section A	26597 SF	$	664,925.00
Remove and Replace Roof Section A-A	4392 SF	$	87,840.00
Remove and Replace Roof Section A-B	17407 SF	$	400,361.00
Remove and Replace Roof Section A-C	12600 SF	$	289,800.00
Remove and Replace Roof Section A-D	6923 SF	$	159,229.00
Remove and Replace Roof Section A-D-A	18047 SF	$	415,081.00
Remove and Replace Roof Section A-D-B	2384 SF	$	54,832.00
Remove and Replace Roof Section A-E	284 SF	$	6,532.00
Remove and Replace Roof Section A-F	10279 SF	$	205,580.00
Remove and Replace Roof Section A-G	4805 SF	$	110,515.00
Remove and Replace Roof Section A-H	5606 SF	$	140,150.00
Remove and Replace Roof Section A-I	1911 SF	$	43,953.00
Remove and Replace Roof Section A-I-1	56 SF	$	1,288.00
Remove and Replace Roof Section A-I-2	2273 SF	$	52,279.00
Remove and Replace Roof Section A-J	2460 SF	$	56,580.00
Remove and Replace Roof Section A-K	5797 SF	$	133,331.00
Remove and Replace Roof Section A-L	1415 SF	$	28,300.00
Remove and Replace Roof Section A-M	352 SF	$	8,096.00
Remove and Replace Roof Section A-N	159 SF	$	3,657.00
Remove and Replace Roof Section A-P	1422 SF	$	28,440.00
Remove and Replace Roof Section A-Q	812 SF	$	18,676.00
Remove and Replace Roof Section A-R	221 SF	$	4,420.00
Remove and Replace Roof Section A-S	2120 SF	$	53,000.00
Remove and Replace Roof Section B	663 SF	$	15,249.00
Remove and Replace Roof Section C	963 SF	$	22,149.00
Remove and Replace Roof Section D	704 SF	$	16,192.00
Remove and Replace Roof Section E	500 SF	$	11,500.00
Remove and Replace Roof Section F-1	732 SF	$	16,836.00
Remove and Replace Roof Section F-2	1321 SF	$	30,383.00
Remove and Replace Roof Section F-3	757 SF	$	17,411.00
Remove and Replace Roof Section G	483 SF	$	11,109.00
Remove and Replace Roof Section H	3298 SF	$	65,960.00
Remove and Replace Roof Section I.1	4743 SF	$	109,089.00
Remove and Replace Roof Section I.2	5663 SF	$	130,249.00
Remove and Replace Roof Section I.3	5641 SF	$	129,743.00
Remove and Replace Roof Section I.4	4686 SF	$	107,778.00
Remove and Replace Roof Section J	2283 SF	$	45,660.00
Remove and Replace Roof Section K	869 SF	$	17,380.00
Remove and Replace Roof Section L.1	5095 SF	$	117,185.00
Remove and Replace Roof Section L.2	5574 SF	$	128,202.00
Remove and Replace Roof Section L.3	12730 SF	$	292,790.00
Remove and Replace Roof Section L-4	5057 SF	$	116,311.00
Remove and Replace Roof Section L-5	12306 SF	$	283,038.00
Remove and Replace Roof Section M	777 SF	$	15,540.00
Remove and Replace Roof Section N	3308 SF	$	76,084.00
Remove and Replace Roof Section O.1	1933 SF	$	44,459.00
Remove and Replace Roof Section O.2	7197 SF	$	165,531.00
Remove and Replace Roof Section P	564 SF	$	11,280.00
Remove and Replace Roof Section Q-1	12676 SF	$	291,548.00

Exhibit B

Remove and Replace Roof Section Q-2	263 SF	$	6,049.00
Remove and Replace Roof Section R	2193 SF	$	50,439.00
Remove and Replace Roof Section S	16860 SF	$	387,780.00
Remove and Replace Roof Section T	4278 SF	$	98,394.00
Remove and Replace Roof Section U	568 SF	$	13,064.00
Remove and Replace Roof Section V	4232 SF	$	97,336.00
Remove and Replace Roof Section W	3625 SF	$	83,375.00
Remove and Replace Roof Section X	995 SF	$	19,900.00
Remove and Replace Roof Section Y.1	4796 SF	$	110,308.00
Remove and Replace Roof Section Y-2	3132 SF	$	72,036.00
Remove and Replace Roof Section Z	8375 SF	$	167,500.00
Pre-Manuf. Edge Metal / Fascia / Gutters	10754 LF	$	268,850.00
Relocate side mounted penetrations	0 EA	$	-
Goose Necks / Roof Vents	187 EA	$	56,100.00
Condensation Pans	110 EA	$	27,500.00
Paint Cast Iron Drai n Covers Safety Red	0 EA	$	-
Paint existing gas lines safety yellow.	4050 LF	$	20,250.00
Mechanical Work PHP Pipe Units installed according to IMC	Package Cost	$	770,000.00
Subtotal		$	7,504,402.00
Owner's Contingency		$	50,000.00
TOTAL		**$**	**7,554,402.00**

ORIGINAL BID PROPOSAL BREAKDOWN (A)

		A	TOTAL SUBTOTALS	$	15,457,469.30
		B	TOTAL OWNER CONTINGENCIES	$	250,000.00
(A x C)	*5.54%*	C	GENERAL CONDITIONS	$	856,193.10
(A x D)	*1.98%*	D	CM@R FEE (Multiplier "A")	$	300,115.60
				$	**16,863,778.00**

BOARD APPROVED NOT TO EXCEED (B)

$16,415,887.00

Exhibit B

VE OPTIONS and COST REDUCTIONS

1.Existing Roof Assembly Scope Reduction
To reduce overall project costs, the GMP assumes that existing adhered base sheets, vapor barriers, and substrate boards over steel and LWIC decks demonstrating satisfactory adhesion will remain in place and be incorporated into the new roofing assembly were permitted by Johns Manville.

Existing Tectum, gypsum, and cementitious deck assemblies shall remain in place and are not included for removal.

2.Wall and Curb Flashing Assemblies
The intent is to replace the specified PermaFlash system with a more cost-effective alternative while maintaining warranty compliance.

The proposed flashing assembly is anticipated to consist of a backer sheet, Dynalastic 180, and granulated cap sheet. Liquid flashing systems are excluded unless specifically required by Johns Manville to obtain the specified warranty.

3.Built-Up Roofing (BUR) System (VE Option)
The BUR roof assembly included in this GMP consists of:
a. R-25 Polyisocyanurate Insulation
b. 1/2" DensDeck Cover Board
c. Four (4) Ply BUR Assembly
d. Gravel Surfacing

4.Walk Pads
Walk pads will now consist of a single layer of cap sheet installed only on the service side of rooftop mechanical units and equipment.

5.Warranty
The GMP includes a Twenty (20) Year No Dollar Limit (NDL) Manufacturer's Warranty issued by Johns Manville.

6.Sheet Metal Fabrication
All roof-related sheet metal components, including but not limited to flashings, copings, reglets, counter flashings, gravel stops, expansion joint covers, and associated trim components, shall be shop fabricated by Protech Roofing.

7.Tapered Insulation Design Basis
All tapered insulation quantities and configurations have been developed exclusively from the Johns Manville tapered insulation drawings provided during the bid phase.

No allowances, contingencies, or supplemental quantities have been included for additional tapered insulation that may be required due to existing drainage deficiencies, field conditions, or roof deck elevations not reflected in the design documents.

8.Project Schedule (Attached Preliminary Schedule for Review)
The preliminary CPM schedule has been developed based on continuous production during normal construction operations and includes reasonable float for weather-related delays.

The schedule does not include allowances for work stoppages, restricted work hours, no-noise periods, student testing schedules, school events, graduations, athletic events, special campus activities, or other Owner-imposed restrictions that may impact production.

Any such restrictions that materially affect productivity, sequencing, manpower loading, or duration may require schedule adjustments and/or equitable compensation.

9.Occupied Campus Operations (Attached Preliminary Schedule for Review)
This GMP is based upon the assumption that the Contractor will have reasonable access to work areas during normal working hours and that the Owner will provide access to multiple work zones as required to maintain production.

The GMP does not include costs associated with excessive phasing, repeated mobilizations, restricted access, escort requirements, extended after-hours work, weekend-only work, or work performed outside of normal construction hours unless specifically identified in the contract documents.

10.Hazardous Materials
This GMP excludes the identification, testing, abatement, remediation, removal, transportation, or disposal of asbestos-containing materials, lead-containing materials, mold, hazardous substances, or other environmental contaminants not specifically identified in the contract documents.

11.Concealed Conditions
Pricing is based on conditions visible during bidding and information contained within the contract documents. Any concealed or unforeseen conditions, including deteriorated decking, structural deficiencies, concealed utilities, or substrate conditions requiring repair, shall be addressed through the change

order process.

12.Weather Delays

The preliminary schedule includes reasonable float for normal weather conditions. Abnormally severe weather events, excessive rain, high winds, hail events, lightning delays, or other conditions preventing safe roofing operations may impact the project schedule and are outside the Contractor's control.

13.Existing Mechanical, Electrical, and Low Voltage Systems

The GMP assumes all existing rooftop equipment, utilities, conduits, supports, and related systems are in serviceable condition and can be temporarily supported or worked around utilizing normal roofing practices.

Relocation, replacement, redesign, repair, or modification of existing systems not specifically identified in the contract documents is excluded.

14.Owner-Furnished Information

The GMP is based on the plans, specifications, addenda, roof surveys, and supplemental information made available during the bidding process. Any discrepancies discovered after award that materially affect the scope, quantities, or constructability of the work shall be discussed prior to proceeding with any additional work.

FINAL PROPOSED BREAKDOWN (C) - GMP

		A	TOTAL COST OF WORK	$	14,430,194.40	Negotiated
		B	TOTAL OWNER CONTINGENCIES	$	250,000.00	
(A x C)	*5.00%*	C	GENERAL CONDITIONS	$	721,509.72	Negotiated
(A x D)	*1.25%*	D	CM@R FEE (Multiplier "A")	$	180,377.43	Negotiated
				$	**15,582,081.55**	

	TOTAL SAVINGS (A-C)	**$**	**1,281,696.45**

FINAL PROPOSED BREAKDOWN (C) - GMP (PER SCHOOL)

Noel Elementary School	$	1,722,952.54
San Jacinto Elementary School	$	1,766,150.38
Cameron Elementary School	$	2,003,371.69
Crocket Middle School	$	2,914,060.97
Ector Middle School	$	6,925,545.97
Owner Contingency	$	250,000.00
	$	**15,582,081.55**

NOTE: None of the percentages referenced above are being applied to the Owner's contingencies unless additional work is later approved and funded from those contingency accounts, at which point the applicable percentages would only be applied to the additional approved scope for transparency and accounting purposes.

Exhibit B

	GRANULAR	GRANULAR NOT MENTIONED DURING MEETING	STEEL DECK
ECTOR MS			
GRANULAR	38,774.00	24,882.00	
STEEL DECK			12,939.00
NOEL			
STEEL DECK			6,664.00
SAN JACINTO			
STEEL DECK			4,794.00
CAMERON			
STEEL DECK			51,598.00
CROCKET			
STEEL DECK			6,540.00
TOTALS	**38,774.00**		**82,535.00**
ADD	$ 54,283.60	$ 34,834.80	$ 120,501.10
	A	B	C

TOTAL ADD Granular	$ 89,118.40	A+B
TOTAL ADD Densdeck	$ 120,501.10	C

Steel deck subtrate

1/2" Densdeck

First layer 2.2 ISO

Mechanical top layer 2.2 ISO

Granular Areas AC, AB, AA, AG

Dynalastic 250 FR CR

Replace to match existing

*250FR Will only be used at Ector MS

PENDING - Adhesion test @ Lightweight decking

Remove all vented base sheet, vapor barrier and substrate boards on steel & LWIC decks (pending positive adhesion tests) - except Tectum/gypsum/cementitious base sheet needs to stay.

Exhibit C

GOYTENT-01 SARREOLA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/9/2026

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 License # 4682 Hub International Insurance Services 601 N. Mesa, Suite 1550 El Paso, TX 79901	CONTACT NAME: PHONE (A/C, No, Ext): (915) 206-6023 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: tex.elpasoinfo@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hanover Atlantic Insurance Company — 22292
INSURED Goytia Enterprises Company 2220 Bassett Ave El Paso, TX 79901-2020	INSURER B : Employers Compensation Insurance Company — 11512
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		Z3D M328939 00	3/14/2026	3/14/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			L3D M328941 00	3/14/2026	3/14/2027	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	EIG564228301	7/19/2025	7/19/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2026 Roof Replacements – Package #2, RFP #26-35 | Noel Elementary, San Jacinto Elementary, Cameron Elementary, Crockett Middle School, Ector College Prep Middle School, Odessa, TX

The General liability policy includes a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

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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Exhibit C

AGENCY CUSTOMER ID: GOYTENT-01 SARREOLA1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 4682	NAMED INSURED
Hub International Insurance Services		Goytia Enterprises Company 2220 Bassett Ave El Paso, TX 79901-2020
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
policy terms and conditions.

Umbrella Follows form

Primary and Non-Contributory. Blanket Wavier of Subrogation--- State of TX

The policy Includes a blanket automatic Waiver of Subrogation endorsement that provides a waiver of subrogation only when there s written contact between the named insured and the Certificate Holder that requires subject to the policy and the terms and conditions

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POLICY NUMBER: Z3D M328939 00

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or suits brought, or number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".

d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

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3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **II** – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

(1) How, when and where the "event" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any "injury or damage" arising out of the "event".

b. If a claim is made or suit is brought against any insured, you must:

(1) Immediately record the specifics of the claim or suit and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

c. You and any other insured involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

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At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.

4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".

5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.

6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

a. Settlements, judgments, binding arbitration; or

b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 42 03 04 B**
(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium

   The premium charge for this endorsement shall be 2 % percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: $105.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 07/19/2025 at 12:01 AM standard time, forms a part of

Policy No. EIG 5642283 01 Of the EMPLOYERS COMPENSATION INS. CO

Carrier Code 41394

Issued to GOYTIA ENTERPRISES COMPANY Endorsement No.

Premium $6,753

Countersigned at _____ on _____ By: _____
Authorized Representative

WC 42 03 04 B
(Ed. 6-14)
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Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, District Operations

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF AN EASEMENT FOR ONCOR ELECTRIC DELIVERY

DATE: June 16, 2026

The Administration requests that the Board approve an easement for Oncor Energy Delivery, which will allow for the relocation of two power poles and the installation of a third power pole on the premises of the ECISD Agricultural Farm. Due to the construction of a new Agricultural Farm facility at this site, the power pole relocation will be necessary to ensure permanent electric power for the facility. The attached illustration reflects the proposed location of the easement. The easement will be 250 feet in length and 25 feet in width.

****

Administrative Recommendation:

Approval of the easement for Oncor Electric Delivery

PT #: 2026-4292-01
District: WEST
WO #: 31379525
ER#: _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EXTOR §

That **Ector County Independent School District,** hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED).

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2026.

Grantor: **Ector County Independent School District**

By: _____
Tammy Hawkins, Board President

Acknowledgement

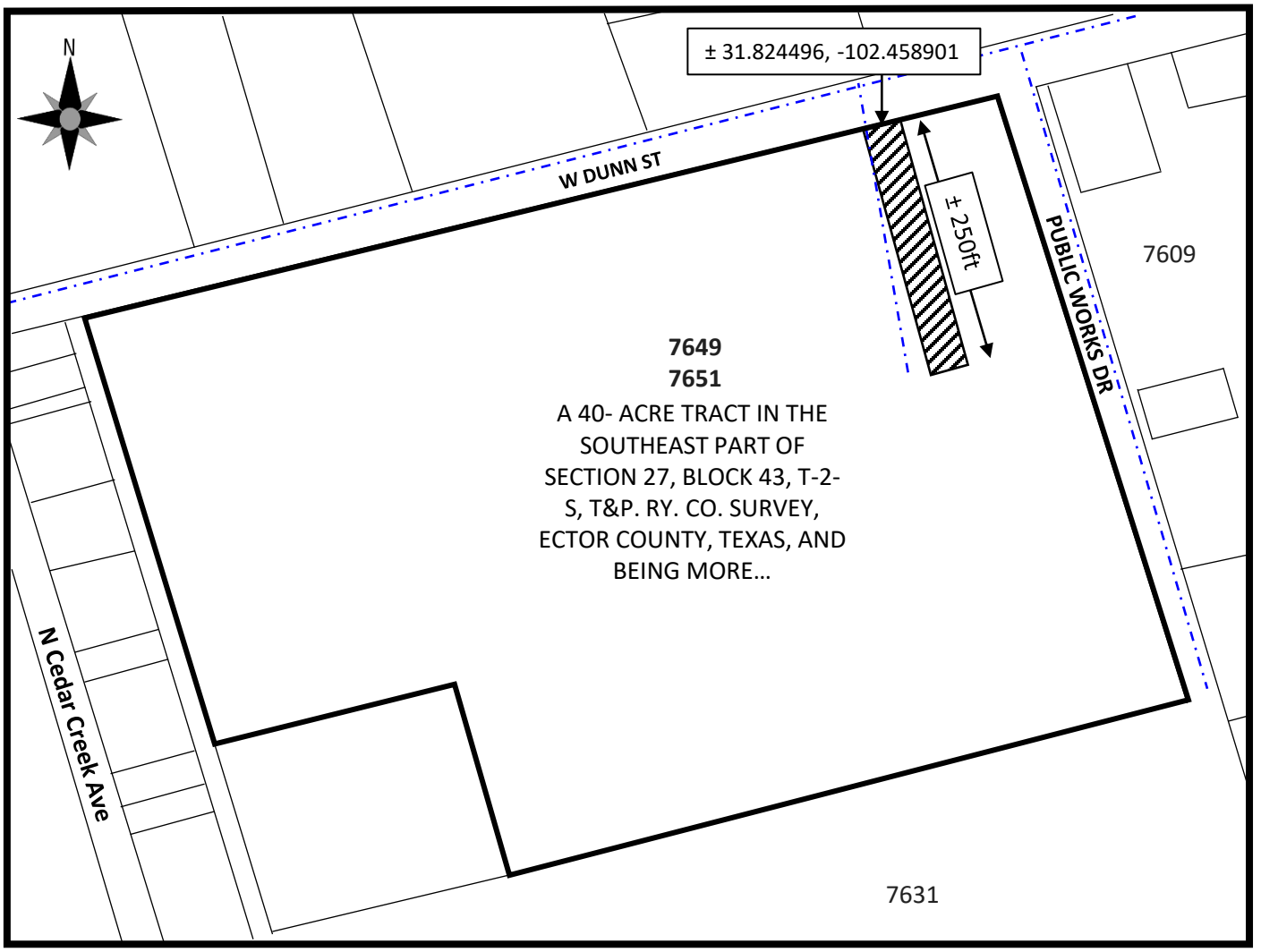
STATE OF_____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Tammy Hawkins**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of **Ector County Independent School District** as the **Board President** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2026.

_____
Notary Public in and for the State of _____

ONCOR ELECTRIC DELIVERY COMPANY LLC
EXHIBIT "A"



The intent of this Exhibit is for the Grantor to recognize that the general course of said easement area as described above agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said line(s) when constructed.

Grantor(s):	**Ector County Independent School District**				
Instrument #:	15390	**Year:**	1957	**V/P:**	N/A
Survey:	**T&P Ry CO.**	**Abstract:**	A-214		
City:	Odessa	**County:**	Ector		
WO#:	31379525	**District:**	WTX		

260

LEGEND	
25' Oncor Easement	

Ector County Independent School District

Cover Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **PUBLIC HEARING FOR ADOPTION OF 2026-2027 OFFICIAL BUDGET**

DATE: June 16, 2026

The 2026-2027 Official Budget will be presented for Adoption.

Taxpayer Impact Statement

(Pursuant to Texas Government Code 551.043(c)(2))

Fiscal Year (Tax Year)*	Median-Valued Homestead**	Tax Rate per $100 of Value	Estimated Property Tax Bill
FY 2025-2026 (TY 2025)	(TY 2025) [Insert the median value for the preceding tax year]	Adopted 2025 Tax Rate: [Insert the adopted tax rate for the preceding tax year]	[Median value/$100 x Adopted Tax Rate]
FY 2026-2027 (TY 2026)	[Insert the median value for the current tax year]***	Proposed 2026 tax rate based on the proposed budget for 2026-27****: [Insert the proposed tax rate for the current tax year]	[Median value/$100 x Proposed Tax Rate]

***** Tax year begins on January 1.

****** The median-valued homestead is median appraised value. The estimated property tax bill is based on taxable value which is appraised values less exemptions.

******* The tax year 2026 data are estimates based on information currently available. The "Taxpayer Impact Statement" will be revised when more accurate information becomes available.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **ADOPTION OF 2026-2027 OFFICIAL BUDGET**

DATE: June 16, 2026

The 2026-2027 Official Budget is presented for adoption.

****

Administrative Recommendation:

Adoption of the 2026-2027 Official Budget.

"I move that the ECISD Board of Trustees approve the adoption of the 2026-2027 Official Budget as presented in accordance with the Texas Education Code Section 44 and the Texas Tax Code Chapter 26. The Official Budget includes the General Fund, the School Nutrition Fund, and the Debt Service Fund."

Ector County Independent School District

Taxpayer Impact Statement

(Pursuant to Texas Government Code 551.043(c)(2))

Fiscal Year (Tax Year)*	Median-Valued Homestead**	Tax Rate per $100 of Value	Estimated Property Tax Bill
FY 2025-2026 (TY 2025)	$81,042	Adopted 2025 Tax Rate: $1.0048	$814.31
FY 2026-2027 (TY 2026)	$86,014***	Proposed 2026 tax rate based on the proposed budget for 2026-27 $1.0048	$864.27***

* Tax year begins on January 1.

** The median-valued homestead is median appraised value. The estimated property tax bill is based on taxable value which is appraised values less exemptions.

*** The tax year 2026 data are estimates based on information currently available. The “Taxpayer Impact Statement” will be revised when more accurate information becomes available.

2026 2027
Budget Book Summary
Budgets to Adopt

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Summary	**2**
Funds:	
General Fund	**3**
School Nutrition Fund	**5**
Debt Service Fund	**6**
Appendix:	
Tax Rate: Maximum, Voter Approved, No New Revenue	**7**

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
REVENUES, APPROPRIATIONS AND OTHER FINANCING SOURCES
REQUIRED BUDGETS TO ADOPT
2026-2027

Codes		GENERAL FUND 2026-2027 PROPOSED BUDGET	SCHOOL NUTRITION FUND 2026-2027 PROPOSED BUDGET	DEBT SERVICE FUND 2026-2027 PROPOSED BUDGET	TOTAL 2026-2027 PROPOSED BUDGET
REVENUES					
5700	Local and Intermediate	144,090,241	1,205,650	46,607,801	191,903,692
5800	State	207,799,928	433,160	2,332,247	210,565,335
5900	Federal	2,375,000	19,057,977	-	21,432,977
	Total - All Revenues	354,265,169	20,696,787	48,940,048	423,902,004
APPROPRIATIONS					
11	Instruction	205,583,941	-	-	205,583,941
12	Instructional Resources and Media Services	1,778,096	-	-	1,778,096
13	Curriculum and Staff Development	7,901,139	-	-	7,901,139
21	Instructional Leadership	5,020,187	-	-	5,020,187
23	School Leadership	22,465,415	-	-	22,465,415
31	Guidance, Counseling and Evaluation Services	17,580,321	-	-	17,580,321
32	Social Work Services	1,582,729	-	-	1,582,729
33	Health Services	3,428,923	-	-	3,428,923
34	Student Transportation	8,949,836	-	-	8,949,836
35	Food Services	-	20,721,787	-	20,721,787
36	Co/Extra Curricular Activities	8,290,717	-	-	8,290,717
41	General Administration	8,625,724	-	-	8,625,724
51	Plant Maintenance and Operations	34,796,030		-	34,796,030
52	Security and Monitoring Services	6,827,921	-	-	6,827,921
53	Data Processing Services	16,068,696	-	-	16,068,696
61	Community Services	5,031,036	-	-	5,031,036
71	Debt Services	1,371,000	-	48,940,048	50,311,048
81	Facilities Acquisition and Construction	1,180,000	-	-	1,180,000
99	Intergovernmental Charges	1,950,000	-	-	1,950,000
	Total - All Appropriations	358,431,711	20,721,787	48,940,048	428,093,546
OTHER FINANCING SOURCES/(USES)					
7000	Other Financing Sources	150,000	25,000	-	175,000
8000	Other Financing Uses	525,000	-	-	525,000
	Total - Other Financing Sources (Uses)	375,000	25,000	-	(350,000)
	Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	(4,541,542)	-	-	(4,541,542)
	Fund Balance Beginning (Estimated)	111,437,330	11,590,260	49,739,943	172,767,533
		(4,541,542)	-	-	(4,541,542)
3000	Fund Balance Ending (Estimated)	106,895,788	11,590,260	49,739,943	168,225,991

Ector County Independent School District
General Operating Fund 199
Adopted Budget by Function and Object
for Fiscal Year 2026-2027
at June 16, 2026

Finance Division

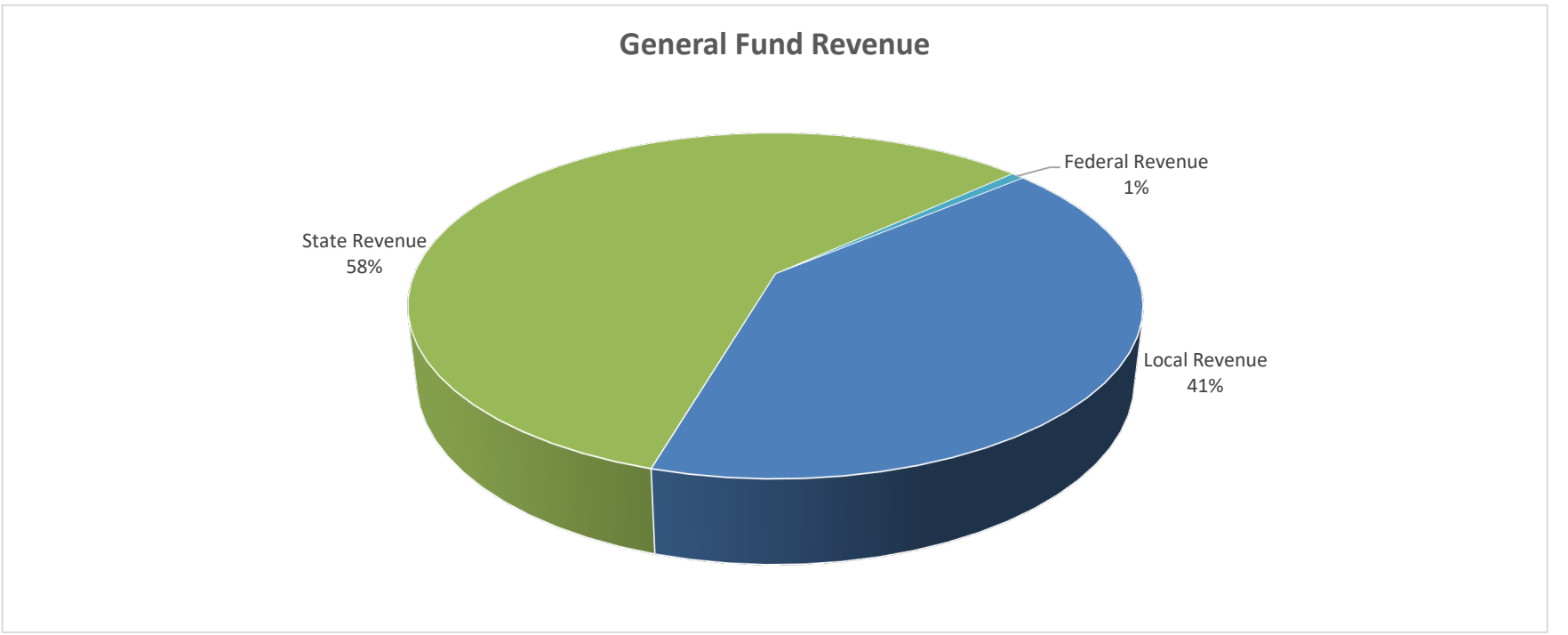
Object Code	Estimated Revenue	Per Enrolled 31,630	2026 - 2027 Budget	
5700	Local Revenue	$ 4,555	$ 144,090,241	Property tax collections are based on Current Year estimated valuations.
5800	State Revenue	$ 6,570	$ 207,799,928	
5900	Federal Revenue	$ 75	$ 2,375,000	
	Total Revenues		**$ 354,265,169**	
7900	Other Sources	$ 5	$ 150,000	
	Total Estimated Revenue & Other Sources	$ 11,205	**$ 354,415,169**	

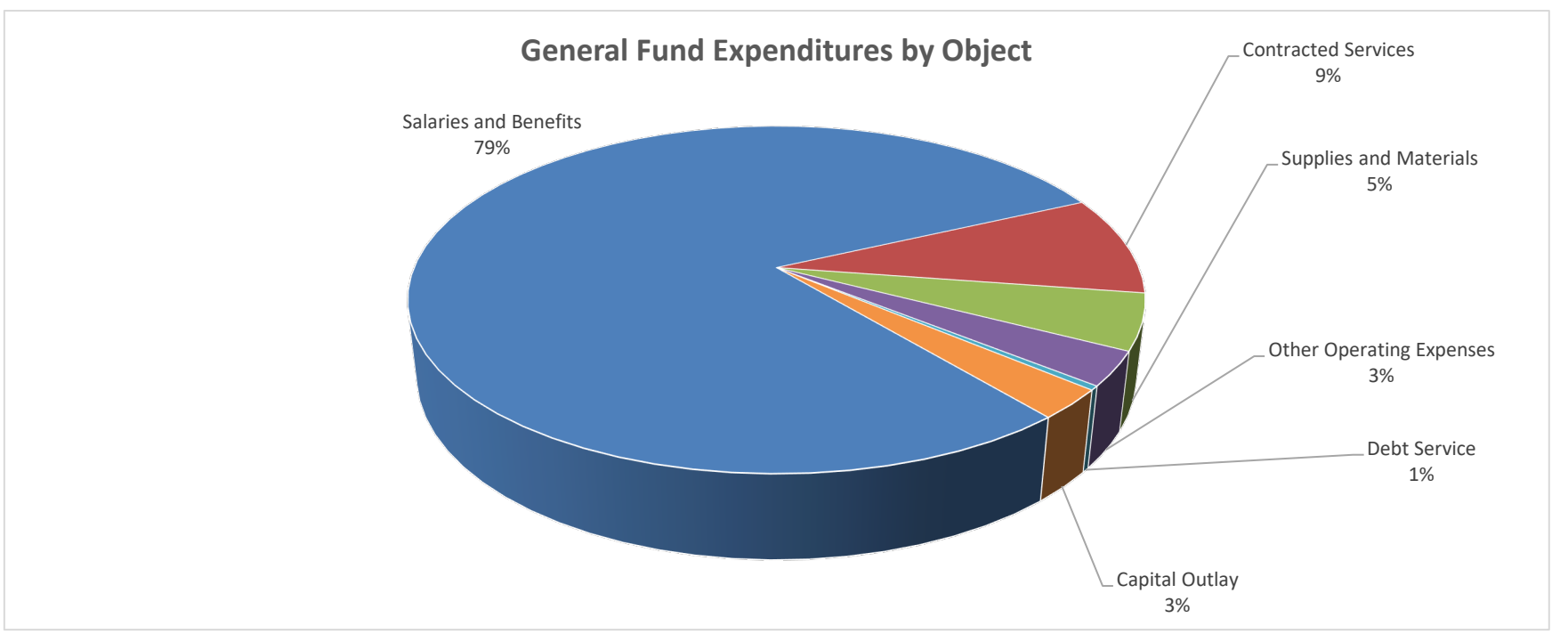
Function Code	Budgeted Expenditures	%	Per Enrolled 31,630	Totals	Payroll 6100	Services 6200	Supplies 6300	Misc 6400	Debt 6500	Capital Exp 6600
11	Instruction	57%	$ 6,500	$ 205,583,941	$ 185,197,644	$ 9,515,531	$ 9,564,691	$ 956,075	$ -	$ 350,000
12	Instructional Resources & Media S	0%	$ 56	$ 1,778,096	$ 1,584,699	$ 44,857	$ 87,290	$ 61,250	$ -	
13	Curr & Instructional Staff Develop	2%	$ 250	$ 7,901,139	$ 5,590,267	$ 1,299,326	$ 181,560	$ 829,986	$ -	
21	Instructional Leadership	1%	$ 159	$ 5,020,187	$ 4,476,482	$ 34,995	$ 233,800	$ 274,910	$ -	
23	School Leadership	6%	$ 710	$ 22,465,415	$ 20,926,780	$ 271,870	$ 786,116	$ 455,399	$ -	$ 25,250
31	Guidance & Counseling Services	5%	$ 556	$ 17,580,321	$ 15,642,923	$ 663,003	$ 1,126,990	$ 147,405	$ -	
32	Social Services	0%	$ 50	$ 1,582,729	$ 1,130,499	$ 420,400	$ 10,830	$ 21,000	$ -	
33	Health Services	1%	$ 108	$ 3,428,923	$ 3,330,305	$ 29,072	$ 48,681	$ 20,865	$ -	
34	Pupil Transportation	2%	$ 283	$ 8,949,836	$ 5,399,226	$ 231,500	$ 1,505,300	$ 413,810	$ -	$ 1,400,000
36	Co-Curricular Activities	2%	$ 262	$ 8,290,717	$ 3,552,320	$ 844,060	$ 514,422	$ 3,379,915	$ -	
41	General Administration	2%	$ 273	$ 8,625,724	$ 6,003,916	$ 1,584,935	$ 197,018	$ 799,855	$ -	$ 40,000
51	Plant Maintenance	10%	$ 1,100	$ 34,796,030	$ 15,967,928	$ 12,322,327	$ 2,654,650	$ 3,621,125	$ -	$ 230,000
52	Security & Monitoring Services	2%	$ 216	$ 6,827,921	$ 5,335,819	$ 592,522	$ 545,050	$ 125,000	$ -	$ 229,530
53	Data Processing Services	4%	$ 508	$ 16,068,696	$ 4,976,128	$ 3,277,208	$ 1,117,492	$ 211,179	$ -	$ 6,486,689
61	Community Services	1%	$ 159	$ 5,031,036	$ 4,890,136	$ 2,500	$ 56,400	$ 82,000	$ -	$ -
71	Debt Service	0%	$ 43	$ 1,371,000	$ -	$ -	$ -	$ -	$ 1,371,000	$ -
81	Facilities Acquisition and Construc	0%	$ 37	$ 1,180,000	$ -	$ -	$ -	$ -	$ -	$ 1,180,000
91	Recapture Payment to state	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
92	Recapture Incremental Costs	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
93	Shared Service Arrangement	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
99	Inter-Governmental Charges	1%	$ 62	$ 1,950,000	$ -	$ 1,950,000	$ -	$ -	$ -	$ -
	Total Budgeted Expenditures	100%	11,332	**$ 358,431,711**	**$ 284,005,072**	**$ 33,084,106**	**$ 18,630,290**	**$ 11,399,774**	**$ 1,371,000**	**$ 9,941,469**
					79.2%	**9.2%**	**5.2%**	**3.2%**	**0.4%**	**2.8%**
00-8XXX	Other Uses		$ 17	**525,000**						
	Total Exp & Operating Transfer Out		$ 11,349	**358,956,711**						
Estimated Increase (Decrease) to Fund Balance				**$ (4,541,542)**						

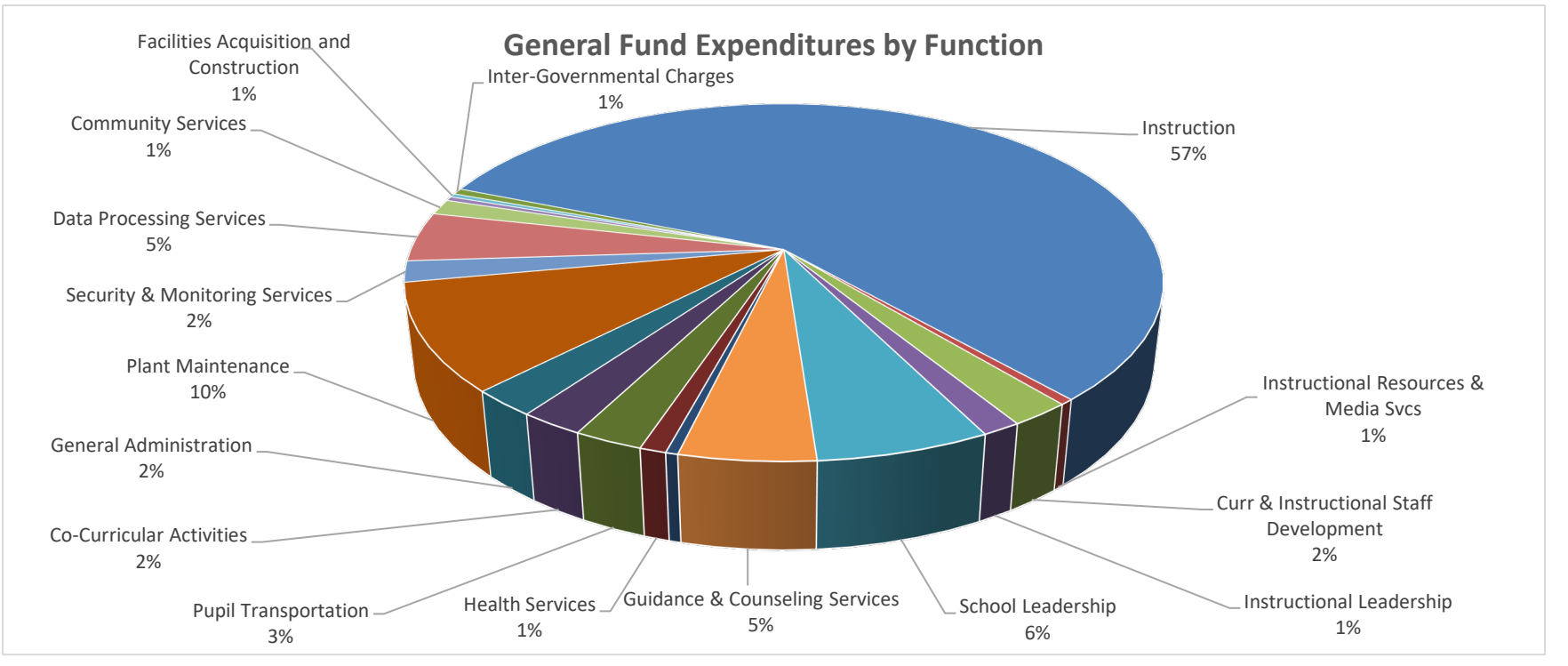
Expenditure Object Code Summary

6100	Salaries and Benefits	$ 8,979	$ 284,005,072		
6200	Contracted Services	$ 1,046	$ 33,084,106	(includes recapture obj 6224 if any and lobbying obj 6214)	$ 4,000
6300	Supplies and Materials	$ 589	$ 18,630,290		
6400	Other Operating Expenses	$ 360	$ 11,399,774	(includes statutorily required postings in newspaper obj 6491)	$ 12,250
6500	Debt Service	$ 43	$ 1,371,000		
6600	Capital Outlay	$ 314	$ 9,941,469		
8900	Other Uses	$ 17	$ 525,000		
	Total Exp & Operating Transfer Out	$ 11,349	**$ 358,956,711**		
			$ -		

Estimated Fund Balance at of 6/30/26	**$ 111,437,330**
Estimated Fund Balance at of 6/30/27	**$ 106,895,788**
Estimated Change in Fund Balance	$ (4,541,542)


General Fund Revenue
Federal Revenue
1%
State Revenue
58%
Local Revenue
41%

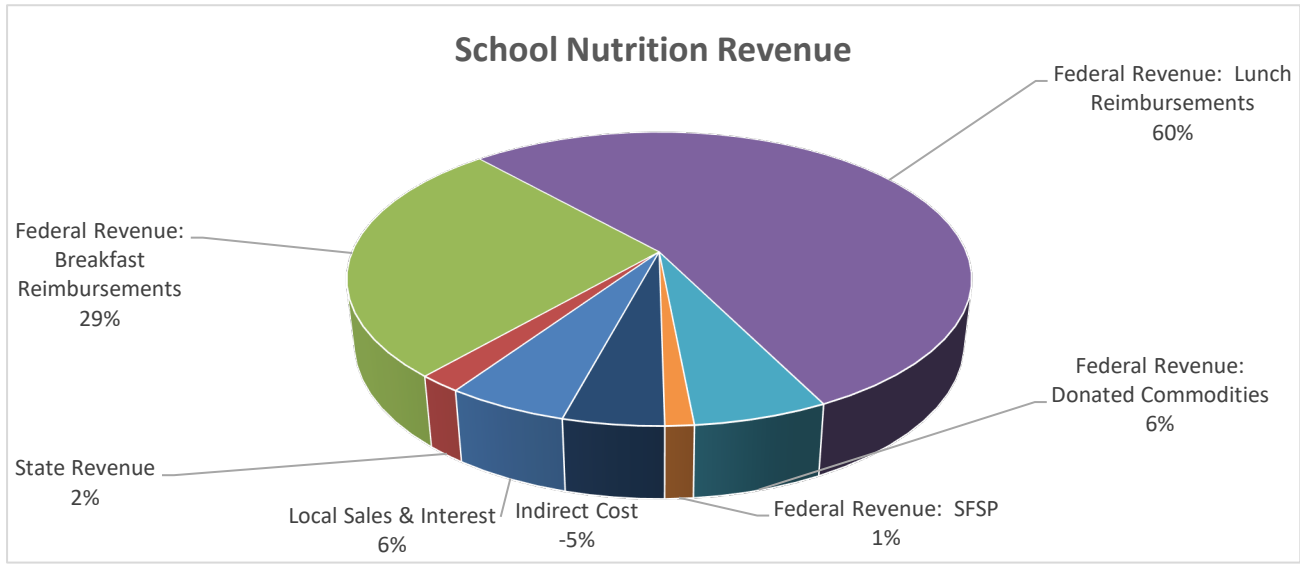

General Fund Expenditures by Object
Contracted Services
9%
Salaries and Benefits
79%
Supplies and Materials
5%
Other Operating Expenses
3%
Debt Service
1%
Capital Outlay
3%


General Fund Expenditures by Function
Facilities Acquisition and Construction
1%
Inter-Governmental Charges
1%
Community Services
1%
Instruction
57%
Data Processing Services
5%
Security & Monitoring Services
2%
Plant Maintenance
10%
Instructional Resources & Media Svcs
1%
General Administration
2%
Curr & Instructional Staff Development
2%
Co-Curricular Activities
2%
Pupil Transportation
3%
Health Services
1%
Guidance & Counseling Services
5%
School Leadership
6%
Instructional Leadership
1%

Ector County Independent School District
School Nutrition Fund 240
Adopted Budget by Function and Object
for Fiscal Year 2026-2027
at June 16, 2026

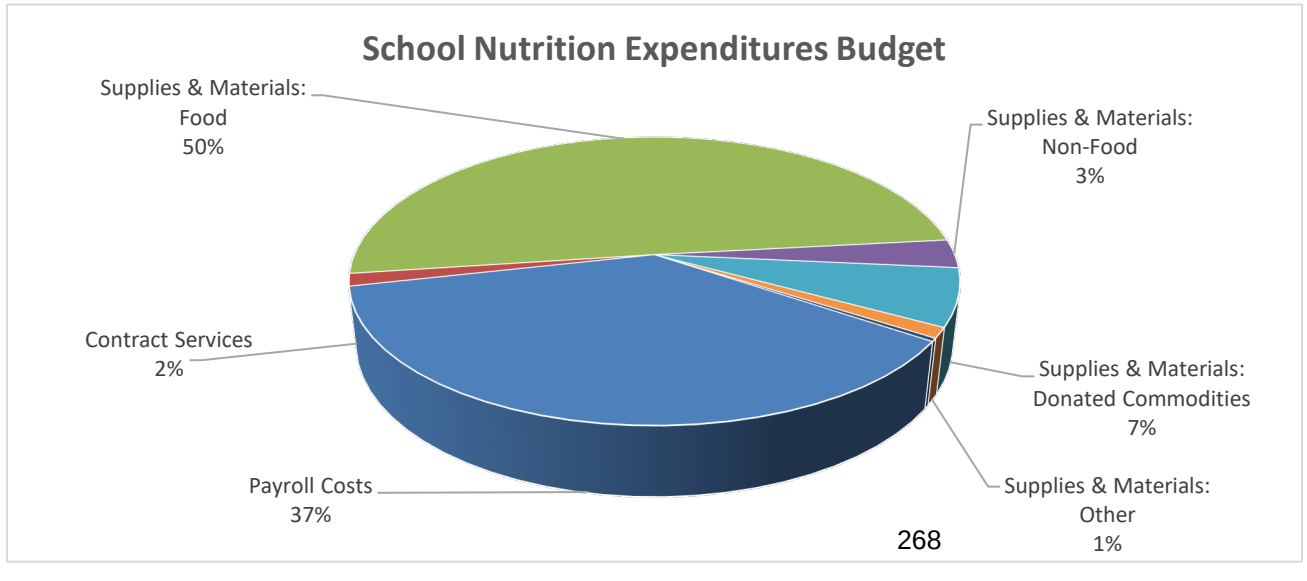
REVENUE

Object Code	Revenue		Beginning/ Original Budget	%	Per Enrolled 31,630
5700	Local Sales & Interest	$	1,205,650	6%	
5800	State Revenue	$	433,160	2%	
5921	Federal Revenue: Breakfast Reimbursements	$	6,130,000	30%	
5922	Federal Revenue: Lunch Reimbursements	$	12,310,000	59%	
5923	Federal Revenue: Donated Commodities	$	1,332,977	6%	
5939	Federal Revenue: SFSP	$	285,000	1%	
5929-01	Indirect Cost	$	(1,000,000)	-5%	
Total Revenue		**$**	**20,696,787**	100%	$ 654
7900	Other Sources	$	25,000		$ 1
	Total Estimated Revenue & Other Sources	$	20,721,787		**$ 655**



EXPENDITURES

Object Code	Fn Code	Expenditure		Beginning/ Original Budget	%	Per Enrolled 31,630
6100	35	Payroll Costs	$	7,673,876	37%	
6200	35	Contracted Services	$	287,000	1%	
6341	35	Supplies & Materials: Food	$	10,430,434	50%	
6342	35	Supplies & Materials: Non-Food	$	660,000	3%	
6344	35	Supplies & Materials: Donated Commodities	$	1,332,977	6%	
63xx	35	Supplies & Materials: Other	$	243,000	1%	
6400	35	Other Operating Expenses	$	74,500	0%	
			$	**20,701,787**	100%	$ 654
6600		Capital Outlay	$	20,000		$ 1
Total Expenditures			**$**	**20,721,787**		$ 655
			$	-		
		Estimated Fund Balance at of 6/30/26	$	11,590,260		
		Estimated Fund Balance at of 6/30/27	$	11,590,260		
		Estimated Change in Fund Balance	$	-		

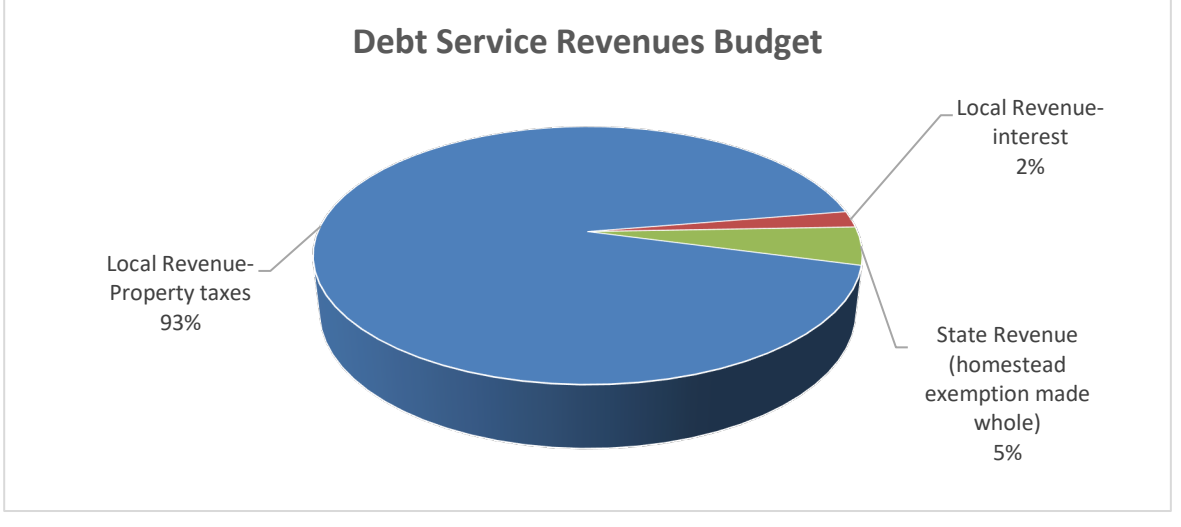


Ector County Independent School District
Debt Service Fund 599
Adopted Budget by Function and Object
for Fiscal Year 2026-2027
at June 16, 2026

ECISD Finance Division

REVENUE

Object Code	Revenue	Beginning/ Original Budget	%	Per Enrolled 31,630
571x	Local Revenue-Property taxes	$ 45,607,801	93%	
574x	Local Revenue-interest	$ 1,000,000	2%	
5800	State Revenue (homestead exemption made whole)	$ 2,332,247	5%	
7900	Other Resources - Bond Issuance Costs	$ -	0%	
Total Revenue		**$ 48,940,048**	100%	$ 1,547



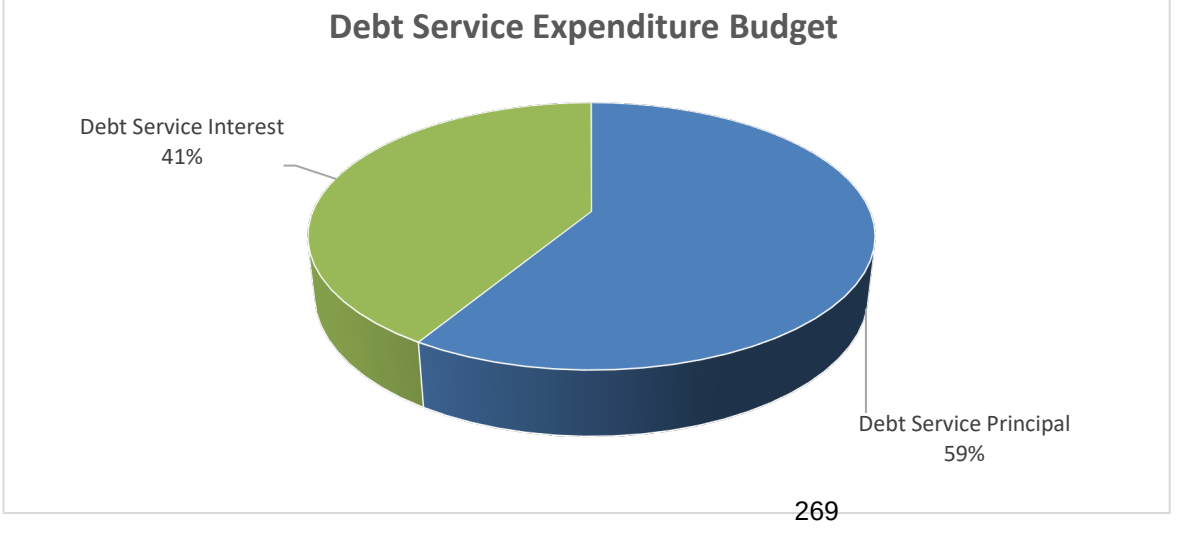
EXPENDITURES

Object Code	Expenditure	Beginning/ Original Budget	%	Per Enrolled 31,630
6511	Debt Service Principal	$ 28,750,000	59%	
6521	Debt Service Interest	$ 20,175,048	41%	
6599	Debt Service Fees	$ 15,000	0%	
Total Expenditures - Function 71		**$ 48,940,048**	100%	$ 1,547
		$ -		

Net Change in Fund Balance

Estimated Fund Balance at of 6/30/26	$ 49,739,943	For payments in 2026/2027
Estimated Fund Balance at of 6/30/27	$ 49,739,943	For payments beginning 1.5 months later in Augu
Estimated Change in Fund Balance	$ -	

Notes Debt Service payments are due in Feb and August of each year.
Fund Balance will be used to make August principal and interest payments in August 2026.



Ector County ISD
Maximum Compressed Tax Rate
Based on April 2025 estimated values
for Fiscal Year 2026-2027
as of 6/16/26

	Continuation of 24-25	2026-27
1) Greater of MCR or Tier I M&O Rate		0.6121
2) Plus: Greater of (A) or (B):		
(A) Enrichment Tax Rate for Preceding Year	0.1383	
Less: Compression of Copper Pennies	0.0000	
	0.1383	
(B) $0.05	0.0500	0.1383
3) M&O "Voter-Approval" (Rollback) Rate		0.7504
(4) Plus Debt Rate		0.2544
(5) Total Maximum Rate Without TRE (#3 + #4)		1.0048

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF PURCHASES OVER $100,000**

DATE: June 16, 2026

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 $100,000

ECISD
Request for purchases over $100,000
June 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1R	The Bosworth Company, Accurate Air Solutions LLC	$ 400,000	General Funds 199	Anthony Sorola District Operations	Renewal ECISD Awarded RFP 24-30-2 2 of 4 Optional Renewals	HVAC Services	Vendors will assist with HVAC replacement installation, repairs, and various projects as needed throughout the district that the Facilities Department cannot meet.	FY 2026-2027
2R	eLuma, LLC	$ 1,000,000	General Funds 199 Federal Funds 224	Melissa Valenzuela Special Services	Sourcwell Cooperative Contract #072225-ELA	Virtual Speech Therapy	The company will be responsible for assessing students, monitoring student progress, conducting ARD meetings, providing speech therapy virtually, maintaining student confidentiality, writing goals for speech, provide ongoing communication to Executive Director of Special Services.	FY 2026-2027
3R	PBK	$ 1,500,000	General Funds 199 Insurance Recovery Fund 475	Anthony Sorola District Operations	Renewal ECISD Awarded RFQ 24-10 3 of 4 Optional Renewals	Roofing Consultant Services	Assistance with Design/Engineering Services including but not limited to roof replacement and roof repair projects and miscellaneous related work, including assessing current school facilities, prioritizing facility needs, assisting the District with selection of a delivery method as set out by current Texas law, preparing designs and specifications, assisting with advertising for bids/proposals, assisting with evaluating the bids/proposals, producing construction documents, comprehensive oversight of the project, authorizing payments to contractor(s), etc..	FY 2026-2027

ECISD
Request for purchases over $100,000
June 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/ Product	Service/Product Summary	Contract Term
4R	512 Terps, A3 Psychological Assessment LLC, Ace Therapy Services LLC, Amy Hill, Ed. Diagnostician, Anderson Diagnostics, Audio Acoustics Hearing Center, Babbling Bears LLC, Beyond Words Speech Therapy LLC, Bustin' Barrels, Carol Ann Brodersen, Costa Therapy Institute, LLC, Danny Lopez, Dianna Hulett, Dori Butts Consulting Services, LLC, DOTCOM Therapy INC, Elite Learning Solutions, E-Therapy Intermediate, INC, Farrah Walton, Gillem Staffing, Harmony Speech Services, PLLC, Hope Psychoeducational Assessments and Consulting, Jacqueline H Light, James Educational Assessment Services, Jayne B. Company dba Marker Learning, Jennifer Douglas, Kaylee Couch, Independent Contractor Michele Marjason, EdD, National Recruiting Consultants, NOVA Therapy Services, PLLC, Parallel Learning Behavioral Health P.C., Presence Learning, INC, Seagull Speech & Language Services, LLC, Sherry Goodwin Hill, Soliant Health, Speech Specialists of San Antonio, P.C., Sunbelt Staffing, LLC, Tandem Behavioral Health, PLLC, The Stepping Stones Group LLC, WesTX School Based Psychological Services	$ 1,000,000	General Funds 199 Federal Funds 224 State Deaf Funds 435	Melissa Valenzuela Special Services	Renewal ECISD Awarded RFP 24-29 2 of 4 optional renewals	Supplemental Services for ECISD Special Services	Assessing students, conducting ARD meetings, counseling, providing speech therapy in person and virtually, maintaining student confidentiality, writing goals for speech, and hearing evaluations.	FY 2026-2027
5R	Brazos Door and Hardware Co Buck's Wheel & Equipment Co Capital Filtrations Inc Control Technologies Inc EAI Education Empire Paper Co Flip Lok LLC Goolsbee Tire Service Inc Hurt Exterminating Hydrotex Junior Library Guild Justin Seed Company Lawnmower Sales and Service Inc O'Reilly Auto Parts Pepper of Dallas Fort Worth Pollock Investments(DBA Pollock Paper Dist) School Specialty LLC Temperature Control Systems LLC Texas Alternator Starter Service Tourbillon Enterprises LLC Unipak Corp United Refrigeration Wagner Supply Company	$ 1,217,800	General Funds 199	Anthony Sorola District Operations	Renewal ECISD Awarded 24-39 2 of 4 Optional Renewals	Maintenance, Transportation Supplies, and Equipment	Maintenance, Transportation Supplies and Equipment to purchase replacement parts and equipment for operation of the Maintenance Department	FY 2026-2027

ECISD
Request for purchases over $100,000
June 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/ Product	Service/Product Summary	Contract Term
6R	Air Flow Filter (Hayes Filtration S Odessa) Anchor Bolt & Supply Anco Golf Cars Anderson Tile Sales Brakes & Wheels Inc Copperhead Electric Services LLC Industrial Communications J&J Steel Johnstone Supply (Custom Wholesale) Jones Enterprises KS Supplies Inc Odessa Nut & Bolt Odessa Winlectric Permian Glass (Jimmy Do Gaylor) Sewell Ford Inc Sim's Plastics Standard Structures Inc West Texas Fire & Industrial Supply Williams Paving Y'all Haul Trailers	$ 1,000,000	General Funds 199	Anthony Sorola District Operations	Renewal ECISD Awarded 25-13 2 of 4 Optional Renewals	Additional Maintenance, Transportation Supplies, and Equipment	Maintenance, Transportation Supplies and Equipment to purchase replacement parts and equipment for operation of the Maintenance Department	FY 2026-2027
7R	Gunn & Scoggins, Inc Paramount Pest Services, LLC	$ 427,000	General Funds 199	Anthony Sorola District Operations	ECISD Awarded RFP 26-10 Addendum 1 1 of 4 Renewals	Integrated Pest Management Services	Pest control services for the district.	FY 2026-2027 Final Renewal
8R	College Board	$ 500,000	General Funds 199	Lisa Wills Assessment and Accountability	Sole Source TEC 44.031 j-k	PSAT/APSAT /NMSQT Exams	ECISD contracts with the College Board Early Participation Program to support the initiative and involvement of all students in the college-going process. The District will pay or help pay for any student that wishes to take the PSAT/AP/SAT/NMSQT exams. College Board Early Participation Program is a sole source vendor.	FY 2026-2027
9R	Helm Plumbing Service Rick's Backflow & Plumbing	$ 200,000	General Funds 199	Anthony Sorola District Operations	Renewal ECISD Awarded 23-39 3 of 4 Optional Renewals	Supplemental Plumbing Services	Building plumbing systems, components and various projects as needed throughout the district that the Facilities Department cannot meet.	FY 2026-2027
10R	Atkins, Hollman, Jones & Peacock, LLP	$ 400,000	General Funds 199	Dr. Keely Boyer Superintendent	No Bid Professional Service Section 2254.024 Government Code	Attorney Legal Fees	Estimated fees for attorney legal services.	FY 2026-2027
11R	Carrillo Construction Nunez Fence Odessa Fence, Inc. PM Pros	$ 250,000	General Funds 199 Safety Funds 429	Anthony Sorola District Operations	ECISD Awarded RFP 25-30 1 of 4 Renewals	Supplemental Fencing Services	Fence replacement, repairs, and various State Mandated Safety projects as needed throughout the district that the Facilities Department cannot meet.	FY 2026-2027
12R	DomTech Electrical and Controls Copperhead Electrical Services LLC	$ 250,000	General Funds 199	Anthony Sorola District Operations	Renewal ECISD Awarded RFP 23-35 3 of 4 Optional Renewal	Supplemental Electrical Services	Electrical installations, repairs and other various projects as needed throughout the district that the Facilities Department cannot meet.	FY 2026-2027

Board Approval:_____

Date: 06/16/2026

ECISD
Request for purchases over $100,000
June 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/ Product	Service/Product Summary	Contract Term
13R	Kelly Evans Construction LLC	$ 150,000	General Funds 199	Anthony Sorola District Operations	Renewal ECISD Awarded 23-34 3 of 4 Optional Renewal	Supplemental Concrete Services	Construction of sidewalks, ramps, and other various projects as needed throughout the district that the Facilities Department cannot meet.	FY 2026-2027
14R	Lone Star Signs	$ 150,000	General Fund 199	Anthony Sorola District Operations	Renewal ECISD Awarded RFP #23-10SI Final Renewal	Preventive Maintenance / Installation	Electronic Message Marquee Board	FY 2026-2027
15R	Advancement Via Individual Determination (AVID)	$ 150,000	General Funds 199	Roberto Trejo AVID	Sole Source TEC 44.031 j-k	AVID Membership	The Advancement Via Individual Determination (AVID) membership fee pays for the use of all AVID products and services for all AVID campuses. The fee covers curriculum, resources, professional learning, district support, and access to networks of learning opportunities. AVID is a sole source vendor for this program.	FY 2026-2027
16R	Multi-Health Systems	$ 130,000	General Funds 199	Roberto Trejo Assessment and Accountability	Sole Source TEC 44.031 j-k	Naglieri	ECISD uses the Naglieri General Abilities Test to screen Kindergarten, Third, and Fifth-grade students for gifted and talented services as well as to test those students who have applied for gifted and talented testing.	FY 2026-2027
17R	Whitley Penn	$ 105,000	General Funds 199	Albessa Chavez Finance	No Bid Professional Service Section 2254.003 Government Code	Auditor Services	Accounting services including auditing and report preparations.	FY 2026-2027

Board Approval:_____

Date: 06/16/2026

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N Sam Houston
Odessa, TX 79761
432-456-9650

Renewal RFP #24-30 Supplemental District HVAC Services – 2 of 4 Optional Renewals

- **Purpose:** The Facilities Department is seeking funding for Supplemental Heating Ventilation & Air Conditioning Services (HVAC) for the 2026-2027 School Year.
- **Background Info:** The ECISD Facilities Department is seeking Supplemental HVAC Services to assist with HVAC replacement installation, repairs, and various projects as needed throughout the district that the Facilities Department cannot meet. This was a request for a proposal to establish a pool of vendors and competitive pricing for HVAC Supplemental Services for ECISD.
- **Estimated Yearly Cost 199 Fund:** $400,000
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:**
  Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following:
  The Bosworth Company,
  Accurate Air Solutions LLC
- Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

Board Approval _____ **Date** _____

educate connect inspire succeed dream
Ector County Independent School District | Phone: (432) 456-0000 | P.O. Box 3912, Odessa, Texas 79760 | www.ectorcountyisd.org

Melissa Valenzuela
Executive Director of Special Services Ector County ISD
432-456-8719
Fax: 432-456-8718

Virtual Speech Therapy

Purpose:
The selected company will be responsible for providing speech therapy to students who have qualified to receive speech therapy as designated by the students IEP. The estimated number of students who are currently in need of service are approximately 400 district-wide. The selected company will be responsible for assessing students, monitoring student progress, conducting ARD meetings, providing speech therapy virtually, maintaining student confidentiality, writing goals for speech, provide ongoing communication to Executive Director of Special Services and/or her designee and progress reporting. This may also include communicating with parents, families/guardians of student if deemed necessary by the Special Services Department.

Background information:
ECISD will partner with eLuma LLC. to continue to allow students to receive their speech services. eLuma has the experience in working with our district, principals, students and families. They are a stable and reliable company.

Premium Renewal Cost: $1,000,000

Funding Source: 199 – General Funds, 224 - Federal Funds

Recommended Supplier/Service Provider: eLuma, LLC

Board Approval **Date**

Anthony Sorola
Associate Superintendent of Operations
Operations 802 N. Sam Houston
Odessa, TX 79761
432-456-9659

District Operations

Renewal RFQ #24-10 – Roofing Consultant Services – 3 of 4 Optional Renewals

- **Purpose:** District Operations is seeking Roofing Consultant Services for the 23-24 School Year with an option to renew for up to four years (4) years. Renewals of the contract may be made in one (1) year intervals with the year immediately following the initial term being the First Renewal Term, not to exceed a total of five years (5) years, at the sole discretion of ECISD.

- **Background Info:** The Ector County ISD District Operations department needs assistance with Design/Engineering Services including but not limited to roof replacement and roof repair projects and miscellaneous related work, including assessing current school facilities, prioritizing facility needs, assisting the District with selection of a delivery method as set out by current Texas law, preparing designs and specifications, assisting with advertising for bids/proposals, assisting with evaluating the bids/proposals, producing construction documents, comprehensive oversight of the project, authorizing payments to contractor(s), etc..

- **Costs:** $1,500,000

- **Funding Source:** 199 General Fund, 475 Insurance Recovery Fund

- **Recommended Supplier/Service Provider(s):** PBK

Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

Board Approval **Date**

Melissa Valenzuela
Executive Director of Special Services Ector County ISD
432-456-8719
Fax: 432-456-8718

Renewal RFP #24-29 Supplemental Services for ECISD Special Services - 2 of 4 optional renewals

Purpose:
The selected companies and individuals will be responsible for providing contracted services for the ECISD Special Education Department. The selected individuals and companies will be responsible for providing services in the areas of assessing students, conducting ARD Meetings, counseling, providing speech therapy in person and virtually, maintaining student confidentiality, writing goals, hearing evaluations, audiology services, and provide ongoing communication to the Executive Director of Special Services and/or designee and progress reporting. This may also include communicating with parents, families/guardians of student if deemed necessary by the Special Services Department.

Background information: ECISD developed an RFP process to secure services for the listed companies, as needed, based on the districts needs. The individuals and companies responded to the RFP process and are being recommended to provide services for the ECISD Special Education Department. An Award does not guarantee a purchase of any goods or service.

Cost: $1,000,000

Funding Source: **224** - Federal Part B Special Education Budget
199 - District General Fund
435 - Deaf and Hard of Hearing Budget

Recommended Supplier/Service Provider:

512 Terps	A3 Psychological Assessment LLC	Ace Therapy Services LLC	Amy Hill, Ed. Diagnostician
Anderson Diagnostics	Audio Acoustics Hearing Center	Babbling Bears LLC	Beyond Words Speech Therapy LLC
Bustin' Barrels	Carol Ann Brodersen	Costa Therapy Institute, LLC	Danny Lopez
Dianna Hulett	Dori Butts Consulting Services, LLC	DOTCOM Therapy INC	Elite Learning Solutions
E-Therapy Intermediate, INC	Farrah Walton	Gillem Staffing	Harmony Speech Services, PLLC
Hope Psychoeducational Assessments and Consulting	Jacqueline H Light	James Educational Assessment Services	Jayne B. Company dba Marker Learning
Jennifer Douglas	Kaylee Couch, Independent Contractor	Michele Marjason, EdD	National Recruiting Consultants
NOVA Therapy Services, PLLC	Parallel Learning Behavioral Health P.C.	Presence Learning, INC	Seagull Speech & Language Services, LLC
Sherry Goodwin Hill	Soliant Health	Speech Specialists of San Antonio, P.C.	Sunbelt Staffing, LLC
Tandem Behavioral Health, PLLC	The Good Seed Therapies, LLC	WesTX School Based Psychological Services	

_____ _____
Board Approval **Date**

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N Sam Houston
Odessa, Texas 79761
(432) 456-9650

RFP # 24-39 Maintenance, Transportation Supplies and Equipment – **2** of **4**
Optional Renewals

- **Purpose:** The Facilities Department is seeking funding for Maintenance, Transportation Supplies and Equipment for the 2026-2027 School Year.
- **Background Info:** The ECISD Facilities Department is seeking Maintenance, Transportation Supplies and Equipment to purchase replacement parts and equipment for operation of the Maintenance Department. This was a request for a proposal to establish a pool of vendors and competitive pricing for Supplies and Equipment for ECISD.
- **Estimated Cost:** $1,217,800.00
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:** Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following Vendors:

Brazos Door and Hardware Co	Buck's Wheel & Equipment Co	Capital Filtrations Inc	Control Technologies Inc
EAI Education	Empire Paper Co	Flip Lok LLC	Goolsbee Tire Service Inc
Hurt Exterminating	Hydrotex	Junior Library Guild	Justin Seed Company
Lawnmower Sales and Service Inc	O'Reilly Auto Parts	Pepper of Dallas Fort Worth	Pollock Investments (DBA Pollock Paper Dist)
School Specialty LLC	Temperature Control Systems LLC	Texas Alternator Starter Service	Tourbillon Enterprises LLC
Unipak Corp	United Refrigeration	Wagner Supply Company	

- Service Providers will be used on an as needed basis to the district to provide parts and equipment to maintain and repair the District Facilities for students and staff. This award will not be a guarantee of purchase for any goods.

Board Approval **Date**

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N Sam Houston
Odessa, Texas 79765
(432) 456-9650

Renewal RFP #25-13 Maintenance, Transportation Supplies and Equipment – 2 of 4
Optional Renewals

- **Purpose:** The Facilities Department is seeking funding for Maintenance, Transportation Supplies and Equipment for the 2025-2026 School Year.
- **Background Info:** The ECISD Facilities Department is seeking Maintenance, Transportation Supplies and Equipment to purchase replacement parts and equipment for operation of the Maintenance Department. This was a request for a proposal to establish a pool of vendors and competitive pricing for Supplies and Equipment for ECISD.
- **Estimated Cost:** $1,000,000.00
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:** Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following Vendors:

Air Flow Filter (Hayes Filtration S Odessa)	Anchor Bolt & Supply	Anco Golf Cars	Anderson Tile Sales
Brakes & Wheels Inc	Copperhead Electric Services LLC	Industrial Communications	J&J Steel
Johnstone Supply (Custom Wholesale)	Jones Enterprises	KS Supplies Inc	Odessa Nut & Bolt
Odessa Winlectric	Permian Glass (Jimmy Do Gaylor)	Sewell Ford Inc	Sim's Plastics
Standard Structures Inc	West Texas Fire & Industrial Supply	Williams Paving	Y'all Haul Trailers

- Service Providers will be used on an as needed basis to the district to provide parts and equipment to maintain and repair the District Facilities for students and staff. This award will not be a guarantee of purchase for any goods.

Board Approval **Date**

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N Sam Houston
Odessa, Texas 79761
(432) 456-9650

Renewal RFP # 26-10 Addendum 1 Integrated Pest Management Services – **1** of **4** Renewals

- **Purpose:** The Facilities Department is seeking funding for Supplemental Integrated Pest Management for the 2026-2027 School Year.

- **Background Info:** The ECISD Facilities Department is seeking Supplemental Integrated Pest Management Services to provide the district with a required IPM Coordinator and to provide monthly kitchen treatment and pest control services for the District. This was a request for a proposal to establish vendors and competitive pricing for Supplemental Services for ECISD.

- **Estimated Yearly Cost 199 Fund:** $427,000.00

- **Funding Source:** 199 General Fund

- **Recommended Supplier/Service Provider:**

  Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following:

  Gunn & Scoggins, Inc.

  Paramount Pest Services, Inc.

- Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

Board Approval **Date**

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N Sam Houston
Odessa, Texas 79761
(432) 456 - 9650

Renewal RFP #23-39 Supplemental District Plumbing Services – **3** of **4** Optional Renewals

- **Purpose:** The Facilities Department is seeking funding for Supplemental Plumbing Services for the 2026-2027 School Year.
- **Background Info:** The ECISD Facilities Department is seeking Supplemental Plumbing Services to assist with District Building plumbing systems, components and various projects as needed throughout the district that the Facilities Department cannot meet. This was a request for a proposal to establish vendors and competitive pricing for Supplemental Services for ECISD.
- **Estimated Yearly Cost:** $200,000
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:**
  Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following:

  Helm Plumbing Service
  Rick's Backflow & Plumbing

- Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

Board Approval **Date**

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N Sam Houston
Odessa, Texas 79761
(432) 456 - 9650

Renewal RFP #25-30 Supplemental District Services for Fencing Projects

- **Purpose:** The Facilities Department is seeking funding for Supplemental Fencing Services for the 2026-2027 School Year.

- **Background Info:** The ECISD Facilities Department is seeking Supplemental Fencing Services to assist with Fence replacement, repairs, and various State Mandated Safety projects as needed throughout the district that the Facilities Department cannot meet. This was a request for a proposal to establish vendors and competitive pricing for Supplemental Services for ECISD.
- **Estimated Yearly Cost 199 Fund:** $250,000

- **Funding Source:** 199 General Fund
  429 Land Purchase & Improvement (Safety & Security Grant)

- **Recommended Supplier/Service Provider:**
  Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following:

  - Carrillo Construction
  - Nunez Fence
  - Odessa Fence, Inc.
  - PM Pros

- Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

Board Approval **Date**

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N Sam Houston
Odessa, Texas 79761
(432) 456 - 9650

Renewal RFP #23-35 Supplemental District Electrical Services – **3** of **4** Optional Renewals

- **Purpose:** The Facilities Department is seeking funding for Supplemental Electrical Services for the 2026-2027 School Year.
- **Background Info:** The ECISD Facilities Department is seeking Supplemental Electrical Services to assist with electrical installations, repairs and other various projects as needed throughout the district that the Facilities Department cannot meet. This was a request for a proposal to establish vendors and competitive pricing for Supplemental Services for ECISD.
- **Estimated Yearly Cost:** $250,000
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:** Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following:

  DomTech Electrical and Controls
  Copperhead Electrical Services LLC

- Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

Board Approval **Date**

educate connect inspire succeed dream
Ector County Independent School District | Phone: (432) 456-0000 | P.O. Box 3912, Odessa, Texas 79760 | www.ectorcountyisd.org

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N Sam Houston
Odessa, Texas 79761
(432) 456-965

Renewal RFP #23-34 – Supplemental District Concrete Services – **3** of **4** Optional Renewals

- **Purpose:** The Facilities Department is seeking funding for Supplemental Concrete services for the 2026-2027 School Year.
- **Background Info:** The ECISD Facilities Department is seeking Supplemental Concrete Services to assist with the construction of sidewalks, ramps, and other various projects as needed throughout the district that the Facilities Department cannot meet. This was a request for a proposal to establish vendors and competitive pricing for Concrete Services for ECISD.
- **Estimated Yearly Costs:** $150,000
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:**
  Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following:

  Kelly Evans Construction LLC

- Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

Board Approval **Date**

Dr. Anthony Sorola
Associate Superintendent of Operations
802 N Sam Houston
Odessa, Texas 79761
(432) 456 - 9650

District Operations

Renewal RFP #23-10SI - Full Color Electronic Message Marquee Board – 2 of 3
Optional Renewals

- **Purpose:** Preventive Maintenance replacing obsolete marquee boards and maintenance of boards.

- **Background Info:** **M**arquee boards not included in the 2022 project have exceeded their expected life span, are obsolete, and must now be replaced.

- **Cost:** $150,000

- **Funding Source:** General Fund 199

- **Recommended Supplier/Service Provider:**

Lone Star Signs

Board Approval **Date**

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2025-2026 BUDGET AMENDMENT # 8**

DATE: June 16, 2026

A summary of the recommended Budget Amendment # 8 for the 2025-2026 budget will be provided under separate cover.

Please be advised, these are changes in estimated budgeted funds, to fund items as noted.

****

Administrative Recommendation:

Approval of 2025-2026 Budget Amendment # 8.

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, 2025 THRU JUNE 30, 2026
FISCAL YEAR 2025-2026

		GENERAL FUND				SCHOOL NUTRITION FUND				DEBT SERVICE FUND			
		ORIGINAL BUDGET 7/1/2025	ADJUSTED BUDGET 04/30/2026	Additions (Deductions) #8	AMENDED BUDGET 06/30/2026	ORIGINAL BUDGET 7/1/2025	ADJUSTED BUDGET 4/30/2026	Additions (Deductions) #8	AMENDED BUDGET 6/30/2026	ORIGINAL BUDGET 7/1/2025	ADJUSTED BUDGET 4/30/2026	Additions (Deductions) #8	AMENDED BUDGET 6/30/2026
REVENUES													
5700	Local and Intermediate	$ 149,148,691	$ 150,909,571	$ (6,300,114)	$ 144,609,457	$ 1,154,150	$ 1,154,150	$ -	$ 1,154,150	$ 48,949,768	$ 48,949,768	$ 1,721,278	$ 50,671,046
5800	State notes:	218,411,309	203,586,230	(5,727,347)	197,858,883	440,000	440,000	-	440,000	-	-	-	-
5900	Federal	2,000,000	2,000,000	452,000	2,452,000	20,223,478	20,223,478	(1,000,000)	19,223,478	-	-	-	-
	Total - All Revenues	$ 369,560,000	356,495,801	$ (11,575,461)	$ 344,920,340	$ 21,817,628	$ 21,817,628	$ (1,000,000)	$ 20,817,628	$ 48,949,768	$ 48,949,768	$ 1,721,278	$ 50,671,046
APPROPRIATIONS by FUNCTION													
11	Instruction	$ 211,629,923	$ 212,765,978	$ (6,096,006)	$ 206,669,972	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Instructional Resources and Media Services	2,020,954	1,927,403	101,392	2,028,795	-	-	-	-	-	-	-	-
13	Curriculum and Staff Development	9,347,135	9,087,384	(595,729)	8,491,655	-	-	-	-	-	-	-	-
21	Instructional Leadership	5,662,506	5,578,154	(91,002)	5,487,152	-	-	-	-	-	-	-	-
23	School Leadership	21,728,046	22,221,209	(331,689)	21,889,520	-	-	-	-	-	-	-	-
31	Guidan(available school fund	17,546,309	18,098,844	(428,986)	17,669,858	-	-	-	-	-	-	-	-
32	Social Work Services	1,732,378	1,776,337	(121,405)	1,654,932	-	-	-	-	-	-	-	-
33	Health Services	3,257,259	3,354,669	10,000	3,364,669	-	-	-	-	-	-	-	-
34	Student Transportation	11,909,952	11,377,193	(552,028)	10,825,165	-	-	-	-	-	-	-	-
35	Food Services	-	-		-	21,827,628	22,378,085	-	22,378,085	-	-	-	-
36	Co/Extra Curricular Activities	8,113,940	9,548,608	(411,977)	9,136,631	-	-	-	-	-	-	-	-
41	General Administration	9,310,815	9,484,907	(350,342)	9,134,565	-	-	-	-	-	-	-	-
51	Plant Maintenance and Operations	39,715,583	41,286,381	(3,012,112)	38,274,269	-	-	-	-	-	-	-	-
52	Security and Monitoring Services	6,640,841	8,104,291	(121,417)	7,982,874	-	-	-	-	-	-	-	-
53	Data Processing Services	14,904,098	15,487,019	(2,261,139)	13,225,880	-	-	-	-	-	-	-	-
61	Community Services	1,500,512	1,662,114	(70,395)	1,591,719	-	-	-	-	-	-	-	-
71	Debt Services	1,359,000	1,359,000	-	1,359,000	-	-	-	-	48,949,768	48,949,768	(8,122,793)	40,826,975
81	Facilities Acquisition and Construction	4,431,749	5,541,438	(2,247,157)	3,294,281	-	-	-	-	-	-	-	-
99	Intergovernmental Charges	2,374,000	2,374,000	(400,000)	1,974,000	-	-	-	-	-	-	-	-
	Total - All Appropriations	$ 373,185,000	$ 381,034,929	$ (16,979,992)	$ 364,054,937	$ 21,827,628	$ 22,378,085	$ -	$ 22,378,085	$ 48,949,768	$ 48,949,768	$ (8,122,793)	$ 40,826,975
OTHER FINANCING SOURCES/(USES)													
7000	Other Financing Sources	$ 150,000	$ 150,000	$ 442,000	$ 592,000	$ 10,000	10,000	$ -	$ 10,000	$ -	-	$ -	$ -
8000	Other Financing (Uses)	(525,000)	-	(525,000)	(525,000)	-	-	-	-	-	-	-	-
	Total Other Financing Sources (Uses)	$ (375,000)	$ 150,000	$ (83,000)	$ 67,000	$ 10,000	$ 10,000	$ -	$ 10,000	$ -	-	$ -	$ -
	Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	$ (4,000,000)	$ (24,389,128)	$ 5,321,531	$ (19,067,597)	$ -	$ (550,457)	$ (1,000,000)	$ (1,550,457)	$ -	-	$ 9,844,071	$ 9,844,071
	Fund Balance Beginning July 1	$ 130,362,497	$ 130,362,497	$	$ 130,362,497	$ 12,081,161	$ 12,081,161	$	$ 12,081,161	$ 40,604,971	$ 40,604,971	$	$ 40,604,971
3000	Fund Balance Ending June 30 (Estimated)	$ 126,362,497	$ 105,973,369	$ 5,321,531	$ 111,294,900	$ 12,081,161	$ 11,530,704	$ (1,000,000)	$ 10,530,704	$ 40,604,971	$ 40,604,971	$ 9,844,071	$ 50,449,042
APPROPRIATIONS by OBJECT													
6100	Payroll Costs	$ 285,002,089	$ 288,023,115	$ (5,212,261)	$ 282,810,854	$ 8,386,253	$ 8,386,253	$ -	$ 8,386,253	$ -	$ -	$ -	$ -
6200	Purchased/Contracted Services	38,516,619	41,407,873	(4,651,998)	36,755,875	237,000	237,000	64,000	301,000	-	-	-	-
6300	Supplies and Materials	22,166,760	22,815,773	(1,277,156)	21,538,617	13,077,875	12,863,875	(1,231,000)	11,632,875	-	-	-	-
6400	Other Operating Expenses	14,457,794	13,825,346	(2,705,724)	11,119,622	56,500	70,500	15,000	85,500	-	-	-	-
6500	Debt Service	1,359,000	1,359,000	-	1,359,000		-	-	-	48,949,768	48,949,768	(8,122,793)	40,826,975
6600	Capital Outlay	11,682,738	13,603,822	(3,132,853)	10,470,969	70,000	820,457	1,152,000	1,972,457	-	-	-	-
	Total - All Appropriations	$ 373,185,000	$ 381,034,929	$ (16,979,992)	$ 364,054,937	$ 21,827,628	$ 22,378,085	$ -	$ 22,378,085	$ 48,949,768	$ 48,949,768	$ (8,122,793)	$ 40,826,975

Ector County ISD
Finance Department
Budget Amendment #8
Requests to be Appropriated
Fiscal Year 2025-2026

Description		Amount
GENERAL FUND		
The following will result in a decrease to fund balance.		
Foundation School Fund allotment	$	6,427,347
Anticipated tax revenue not received	$	4,200,000
Donations revenue excess	$	1,300,000
Regional Day School Deaf Program district cost	$	525,000
Anticipated interest revenue not received	$	481,000
Anticipated miscellaneous not received	$	313,000
Anticipated prekindergarten tuition not received	$	200,000
	$	**13,446,347**
The following will result in no change to fund balance.		
TRS Onbehalf State revenue	$	(700,000)
TRS Onbehalf expense	$	700,000
Budget reallocation - payroll, in-kind donations, travel/trainings, OC dual credit	$	(426,231)
Budget reallocation - payroll, in-kind donations, travel/trainings, OC dual credit	$	426,231
Education Foundation donation	$	(125,420)
New books for renovated library at Murry Fly Elementary	$	125,420
PHS Class of 2026 donation	$	(29,500)
PHS fieldhouse digital sign	$	29,500
Carla Ginney donation	$	(15,616)
Memoriam for Helen Cooper for Bonham Counselors resources/furniture/etc.	$	15,616
PHS Football Booster Club donation	$	(13,350)
Athletic trainers vehicle for campus equipment and injured students		13,350
Education Foundation donation	$	(10,000)
Awards for Excellence	$	10,000
	$	**-**
The following will result in an increase to fund balance.		
Payroll costs reduction/savings	$	6,000,000
Miscellaneous contracted services reduction/savings	$	5,313,694
Building improvements and equipment reduction/savings	$	3,526,765
Supplies and materials reduction/savings	$	1,465,000
Miscellaneous operating expenses reduction/savings	$	1,568,419
End of year adjustment for leases	$	375,000
Anticipated E-Rate revevenue	$	252,000
Federal indirect cost revenue	$	200,000
Auction proceeds	$	67,000
	$	18,767,878
Net effect to fund balance	**$**	**5,321,531**

SCHOOL NUTRITION FUNDS

The following will result in a decrease to fund balance.

Supply chain grant closed	$	1,000,000
	$	**1,000,000**

The following will result in no change to fund balance.

None	$	-
	$	**-**

The following will result in an increase to fund balance.

None	$	-
	$	-

Net effect to fund balance	**$**	**(1,000,000)**

DEBT SERVICE FUND

The following will result in a decrease to fund balance.

Anticipated tax revenue not received	$	2,700,000
	$	**2,700,000**

The following will result in no change to fund balance.

None	$	-
	$	**-**

The following will result in an increase to fund balance.

Debt service prepayment not applicable	$	8,122,793
Additional state aid for homestead exemption	$	4,021,278
Investment interest earnings	$	400,000
	$	12,544,071

Net effect to fund balance	**$**	**9,844,071**

Ector County Independent School District

Taxpayer Impact Statement

(Pursuant to Texas Government Code 551.043(c)(2))

Fiscal Year (Tax Year)*	Median-Valued Homestead**	Tax Rate per $100 of Value	Estimated Property Tax Bill
FY 2025-2026 (TY 2025)	$81,042	Adopted 2025 Tax Rate: $1.0048	$814.31
FY 2026-2027 (TY 2026)	$86,014***	Proposed 2026 tax rate based on the proposed budget for 2026-27 $1.0048	$864.27***

* Tax year begins on January 1.

** The median-valued homestead is median appraised value. The estimated property tax bill is based on taxable value which is appraised values less exemptions.

*** The tax year 2026 data are estimates based on information currently available. The “Taxpayer Impact Statement” will be revised when more accurate information becomes available.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF RESOLUTION TO CALCULATE THE PROPERTY TAX RATES**

DATE: June 16, 2026

The Texas Tax Code requires that a position be named for calculating the no-new-revenue tax rate and the voter-approval tax rate.

****

Administrative Recommendation:
Approval of Resolution designating an officer to calculate the property tax rates.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
RESOLUTION OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

WHEREAS, the Board of Trustees ("Board") of the Ector County Independent School District ("District") is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

WHEREAS, the Board, as authorized by Texas Education Code § 45.002, .003(a) may levy, assess, and collect annual ad valorem taxes for the maintenance of the district's schools. Taxes may not be levied unless authorized by a majority of the qualified voters of the district, voting at an election called for that purpose; and

WHEREAS, after the District's assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district utilizing the Comptroller tax rate calculation forms as prescribed in the Texas Tax Code § 5.07; and

WHEREAS, pursuant to Texas Tax Code § 26.04(c), (d-1), (d-3), as soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT:

RESOLVED, the Board of Trustees hereby appoints the District's Chief Financial Officer as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate as determined by state law.

RESOLVED, the authority granted by this resolution is effective henceforth unless the Board takes action to change the title of the appointee.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By _____
President, Board of Trustees

ATTEST:

_____

Secretary, Board of Trustees

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF RESOLUTION COMMITING FUND BALANCE IN ACCORDANCE WITH GASB 54**

DATE: June 16, 2026

The Governmental Accounting Standards Board (GASB) released Statement 54 “Fund Balance Reporting and Governmental Fund Type Definitions” on March 11, 2009 requiring the district’s highest level of decision-making authority to approve categories for fund balance commitment or assignment. In accordance with GASB 54, we are asking the Board of Trustees to approve the resolution which lists categories for fund balance commitment.

****

Administrative Recommendation:
Approval of Resolution Committing Fund Balance in Accordance with GASB 54.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
RESOLUTION OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

WHEREAS, the Governmental Accounting Standards Board ("GASB") adopted Statement 54 ("GASB 54"), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010.

WHEREAS, Ector County Independent School District ("ECISD") has implemented GASB 54 requirements, and to apply such requirements to its financial statements.

NOW THEREFORE BE IT RESOLVED that ECISD Board of Trustees assigns, commits, or restricts portions of its June 30, 2026, General Fund Balance for expenditures as follows:

- Major and Minor Maintenance and Renovation
- Roofing, HVAC, irrigation, and parking lot improvement
- Energy and Safety Management upgrades
- Technology Infrastructure and Computers
- School Buses and Vehicles
- Career Technology
- Furniture, Other Equipment
- Portable Building movement
- Inventories and prepaid items
- Campus Discretionary, Student Activity, and Scholarship Funds
- Special Revenue Funds
- Debt Service Fund
- Capital Project Fund
- Internal Service Funds: Employee Housing, Workers Compensation, Medical Trust

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By _____
President, Board of Trustees

ATTEST:

_____

Secretary, Board of Trustees

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

ACTION PAGE

TO: Board of Trustees

FROM: Dr. Roberto Trejo, Chief Academic Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2026-2027 DISTRICT IMPROVEMENT PLAN**

DATE: June 16, 2026

Request discussion and approval of the District Improvement Plan (DIP), which is designed to address academic needs, implement objectives and strategies aligned with board goals and success indicators, and enhance student learning outcomes. The DIP will be regularly updated and refined as new data becomes available.

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Administration Recommendation:

Approval of the District Improvement Plan.

Ector County Independent School District

2026-2027 District Improvement Plan

Generated by Plan4Learning.com
June 08, 2026 at 12:00 PM

Mission Statement

“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.”

Vision

OUR Students…. THE Future

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Comprehensive Needs Assessment

Demographics

Summary

2025-2026 school year

School Population	Count	Percent
Student Total	31,892	100%
Early Education Grade	127	0.40%
Pre-Kindergarten Grade	1,638	5.14%
Kindergarten Grade	2,148	6.74%
1st Grade	2,377	7.45%
2nd Grade	2,389	7.49%
3rd Grade	2,337	7.33%
4th Grade	2,452	7.69%
5th Grade	2,528	7.93%
6th Grade	2,267	7.11%
7th Grade	2,315	7.26%
8th Grade	2,315	7.26%
9th Grade	2,440	7.65%
10th Grade	2,314	7.26%
11th Grade	2,240	7.02%
12th Grade	2,005	6.29%
Not Enrolled on Snapshot (*Notes*)	**609**	

Student Demographics

Student Demographics	Count	Percent
Gender		
Female	15,595	48.90%
Male	16,296	51.10%
Ethnicity		
Hispanic-Latino	26,209	82.18%
Race		
American Indian - Alaskan Native	50	0.16%
Asian	285	0.89%
Black - African American	1,033	3.24%
Native Hawaiian - Pacific Islander	101	0.32%
White	3,725	11.68%
Two-or-More	488	1.53%

Student Programs

Student Programs	Count	Percent
Dyslexia (Dyslexia-Indicator-Code = 1)	1,357	4.25%

Gifted and Talented (Gifted-Talented-Indicator-Code = 1)	3,163	9.92%
MS Advanced Math Participation (MS Advanced Math Participation = 1)	0	0.00%
Regional Day School Program for the Deaf (Reg-Day-Sch-Prog-Deaf-Code = 3)	39	0.12%
Section 504 (Section-504-Indicator-Code = 1)	928	2.91%
Special Education (SPED) (Special-Ed-Indicator-Code = 1)	3,859	12.10%
Emergent Bilingual		
Emergent Bilingual (EB) (Emergent-Bilingual-Indicator-Code = 1)	9,328	29.25%
Bilingual (Bilingual-Program-Type-Code= 2,3,4,5)	3,392	10.64%
English as a Second Language (ESL) (ESL-Program-Type-Code= 2,3)	1,553	4.87%
Alternative Methods for Bilingual Education (Alternative Methods = 047, 048, 049, 050)	1,582	4.96%
Alternative Methods for ESL (Alternative Methods = 005, 006)	2,681	8.41%
Title I Part A		
Schoolwide Program (Title-I-Part-A-Indicator-Code = 6)	29,393	92.16%
Targeted Assistance (Title-I-Part-A-Indicator-Code = 7)	0	0.00%
Targeted Assistance Previously Participated (Title-I-Part-A-Indicator-Code = 8)	0	0.00%
Title I Homeless (Title-I-Part-A-Indicator-Code = 9)	32	0.10%
Neglected (Title-I-Part-A-Indicator-Code = A)	0	0.00%

Student Indicators

Student Indicators	Count	Percent
At-Risk (At-Risk-Indicator-Code = 1)	18,888	59.22%
Foster Care (Foster-Care-Indicator-Code = 1,2)	34	0.11%
IEP Continuer (IEP-Continuer-Indicator-Code = 1)	19	0.06%
Immigrant (Immigrant-Indicator-Code = 1)	1,045	3.28%
Intervention Indicator (Intervention-Strategy-Indicator-Code = 1)	897	2.81%
Migratory (Migratory = 1)	6	0.02%
Military Connected (Military-Connected-Student-Code = 1,2,3,4,5,6)	327	1.03%
Transfer In Students (Student Attribution Code = 6)	216	0.6773%
Unschooled Asylee/Refugee (Unschooled-Asylee/Refugee-Code = 1, 2)	1	0.0031%
Economic Disadvantage		
Economic Disadvantage Total (Economic-Disadvantage-Code = 01,02,99)	22,802	71.50%
Free Meals (Economic-Disadvantage-Code = 01)	13,713	43.00%
Reduced-Price Meals (Economic-Disadvantage-Code = 02)	265	0.83%
Other Economic Disadvantage (Economic-Disadvantage-Code = 99)	8,824	27.67%
Homeless and Unaccompanied Youth		
Homeless Status Total (Homeless-Status-Code = 2,3,4,5)	1,112	3.49%
Shelter (Homeless-Status-Code = 5)	20	0.06%
Doubled Up (Homeless-Status-Code = 2)	898	2.82%
Unsheltered (Homeless-Status-Code = 3)	174	0.55%
Hotel/Motel (Homeless-Status-Code = 4)	20	0.06%
Not Unaccompanied Youth (Unaccompanied-Youth-Status-Code = 3)	1,064	3.34%
Is Unaccompanied Youth (Unaccompanied-Youth-Status-Code = 4)	46	0.14%

Special Education Services	Count	Percent
Primary Disabilities		
No Disability	0	0.00%
Orthopedic impairment	22	0.57%
Other health impairment	306	7.93%

Auditory impairment	49	1.27%
Visual impairment	23	0.60%
Deaf-Blind	5	0.13%
Intellectual disability	440	11.40%
Emotional disturbance	136	3.52%
Learning disability	1,483	38.43%
Speech impairment	644	16.69%
Autism	617	15.99%
Developmental delay	102	2.64%
Traumatic brain injury	5	0.13%
Noncategorical early childhood	22	0.57%
Instructional Settings		
Speech Therapy code (00)	668	17.31%
Homebound code (01)	7	0.18%
Hospital Class code (02)	0	0.00%
Mainstream code (40)	1,046	27.11%
Resource Room codes (41, 42)	1,380	35.76%
VAC code (08)	48	1.24%
Off Home Campus codes (91,92,93,94,95,96,97,98)	0	0.00%
State School code (30)	0	0.00%
Residential Care codes (81,82,83,84,85,86,87,88,89)	1	0.03%
Self Contained codes (43,44)	623	16.14%
Full-Time Early Childhood code (45)	81	2.10%
Nonpublic Day School code (60)	0	0.00%

College and Career Readiness School Models	Count	Percent
Associate Degree Does not include leavers (Associate-Degree-Indicator Code = 1)	37	0.12%
Early College High School (ECHS) (ECHS-Indicator-Code = 1)	682	2.14%
New Tech (New-Tech-Indicator-Code = 1)	427	1.34%
P-Tech (P-Tech-Indicator-Code = 1)	436	1.37%

Not Enrolled on Snapshot Information	Count	Percent
As of Status		
Code C	605	99.34%
Code G	4	0.66%
Total Not Enrolled on Snapshot	609	1.87%
Total Snapshot Enrollment	31,892	98.13%
Total Student Snapshot + Not Enrolled on Snapshot	32,501	100.00%

Staff Information

	Count	Percent
Administrative Support (Role ID Not Equal 087 AND Object Code = 6119)	611	15.78%
Teacher (Role ID = 087 AND Object Code = 6119)	1,770	45.72%
Educational Aide (Role ID = 033 AND Object Code = 6129)	533	13.77%
Auxiliary (Auxiliary Role ID Not Equal Blank AND Object Code = 6129)	957	24.72%

Strengths

Problem Statements Identifying Demographics Needs

	Problem Statement	Root Cause
1	Campuses struggle to achieve full points in Domain III for accountability.	Domain III performance is limited by a lack of clear understanding and consistent application of how the system works, resulting in missed opportunities to intentionally target student groups and maximize accountability points.
2	In 24-25, 71.13% of EB students did not progress 1 or more Levels on TELPAS from 23-24.	Inconsistent implementation of a cohesive, system-wide approach to English language development, including content-based language instruction methods embedded in the ELPS, structured opportunities for academic language use, and progress monitoring, has limited the ability to effectively differentiate support and accelerate language proficiency growth for EB students.

★ = Priority

Student Achievement

Summary

Attendance Rate

Year	State	Region 18	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	
2021-22	92%	91%	91%	90%	91%	91%	91%	96%	91%	90%	90%	90%	9
2022-23	93%	92%	92%	91%	92%	93%	92%	96%	92%	91%	91%	91%	9
2023-24	94%	92%	92%	91%	92%	93%	91%	96%	92%	91%	92%	92%	9
2024-25	94%	94%	93%	92%	93%	93%	92%	96%	93%	92%	92%	92%	9

School Progress - Annual Growth by Grade and Subject

School Progress - Annual Growth by Grade and Subject	School Year	State	Region18	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	S E (C
All Grades Both Subjects	2025	65%	59%	57%	55%	56%	63%	62%	77%	64%	61%	43
All Grades Both Subjects	2024	64%	59%	58%	52%	57%	61%	67%	80%	57%	59%	46
All Grades Both Subjects	2023	64%	60%	62%	59%	62%	67%	70%	82%	59%	65%	52
All Grades ELA/ Reading	2025	67%	61%	59%	56%	58%	66%	77%	78%	62%	66%	40
All Grades ELA/ Reading	2024	67%	61%	59%	54%	58%	63%	71%	80%	60%	63%	42
All Grades ELA/ Reading	2023	63%	58%	60%	55%	59%	64%	61%	80%	59%	62%	45
All Grades Mathematics	2025	64%	56%	54%	53%	54%	59%	40%	75%	67%	56%	46
All Grades Mathematics	2024	60%	56%	56%	49%	56%	58%	61%	80%	53%	54%	51
All Grades Mathematics	2023	66%	63%	66%	64%	65%	70%	83%	84%	59%	68%	59

STAAR Performance Rates by Tested Grade, Subject, and Performance Level

At Meets Grade Level or Above

Assessment	School Year	State	Region 18	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Spe Ed (Cu
Grade 3 Reading	2025	0.52	0.43	0.38	0.39	0.36	0.49	*	0.7	0.45	0.52	0
Grade 3 Reading	2024	0.48	0.39	0.34	0.28	0.32	0.43	-	0.72	0.5	0.48	0
Grade 3 Reading	2023	0.5	0.41	0.38	0.41	0.36	0.48	*	0.65	0.33	0.46	0
Grade 3 Mathematics	2025	0.46	0.38	0.35	0.33	0.33	0.42	*	0.7	0.27	0.31	0
Grade 3 Mathematics	2024	0.42	0.36	0.33	0.27	0.31	0.4	-	0.76	0.33	0.45	0
Grade 3 Mathematics	2023	0.45	0.38	0.33	0.29	0.31	0.44	*	0.59	0.22	0.46	0
Grade 5 Reading	2025	0.58	0.47	0.44	0.46	0.42	0.55	0.5	0.71	0.63	0.66	0
Grade 5 Reading	2024	0.55	0.45	0.44	0.43	0.42	0.51	*	0.75	0.8	0.67	0
Grade 5 Reading	2023	0.57	0.47	0.43	0.41	0.41	0.52	0.4	0.94	0.17	0.41	0
Grade 5 Mathematics	2025	0.47	0.38	0.36	0.31	0.35	0.46	0.17	0.65	0.63	0.5	0
Grade 5 Mathematics	2024	0.5	0.42	0.39	0.24	0.38	0.42	*	0.85	0.8	0.47	0
At Meets Grade Level or Above	2023	0.51	0.44	0.44	0.35	0.43	0.48	0.6	0.88	0.5	0.48	0
Grade 6 Reading	2025	0.56	0.47	0.42	0.34	0.4	0.53	*	0.71	0.63	0.62	0
Grade 6 Reading	2024	0.57	0.48	0.44	0.36	0.43	0.54	*	0.85	0.29	0.42	0
Grade 6 Reading	2023	0.52	0.45	0.42	0.41	0.39	0.55	0.33	1	0.5	0.43	0
Grade 6 Mathematics	2025	0.4	0.33	0.26	0.13	0.25	0.32	*	0.58	0.38	0.35	0
Grade 6 Mathematics	2024	0.39	0.35	0.34	0.25	0.34	0.39	*	1	0	0.27	0
Grade 6 Mathematics	2023	0.4	0.36	0.35	0.21	0.33	0.45	0.14	0.89	0.2	0.43	0
Grade 8 Reading	2025	0.58	0.47	0.43	0.47	0.41	0.57	*	0.77	0.33	0.59	0
Grade 8 Reading	2024	0.56	0.44	0.42	0.34	0.42	0.45	*	0.82	*	0.54	0
Grade 8 Reading	2023	0.58	0.47	0.46	0.34	0.45	0.55	0.57	0.65	0.63	0.46	0
Grade 8 Mathematics	2025	0.47	0.38	0.37	0.32	0.35	0.45	*	0.79	0.6	0.35	0

Grade 8 Mathematics	2024	0.43	0.36	0.29	0.25	0.29	0.31	*	0.7	*	0.13	0
Grade 8 Mathematics	2023	0.46	0.39	0.28	0.12	0.28	0.35	0.17	0.5	0.43	0.24	0
End of Course English I	2025	0.49	0.36	0.33	0.27	0.31	0.47	0.17	0.74	0.4	0.5	0
End of Course English I	2024	0.52	0.4	0.36	0.26	0.35	0.49	0.43	0.76	0.2	0.45	0
End of Course English I	2023	0.52	0.42	0.41	0.3	0.37	0.59	0.75	0.75	0.3	0.48	0
End of Course Algebra I	2025	0.45	0.27	0.27	0.21	0.26	0.4	*	0.76	0.29	0.27	0
End of Course Algebra I	2024	0.43	0.3	0.28	0.17	0.27	0.34	0.29	0.91	0.14	0.45	0
End of Course Algebra I	2023	0.43	0.34	0.32	0.26	0.3	0.39	0.5	0.81	0.2	0.51	0

4-Year Longitudinal Rate (Gr 9-12)
Class of 2024

Measure	State	Region 18	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Ec Di
Graduated	90.70%	87.20%	87.80%	86.60%	87.80%	88.20%	50.00%	95.50%	*	85.70%	78.90%	85.
Received TxCHSE	0.30%	0.30%	0.20%	0.00%	0.10%	0.90%	0.00%	0.00%	*	0.00%	0.00%	0.1
Continued HS	3.10%	3.40%	3.90%	2.40%	4.30%	2.80%	0.00%	0.00%	*	3.60%	6.10%	5.0
Dropped Out	5.80%	9.00%	8.10%	11.00%	7.90%	8.00%	50.00%	4.50%	*	10.70%	15.00%	9.4
Graduates and TxCHSE	91.10%	87.50%	88.00%	86.60%	87.80%	89.20%	50.00%	95.50%	*	85.70%	78.90%	85.
Graduates, TxCHSE, and Continuers	94.20%	91.00%	91.90%	89.00%	92.10%	92.00%	50.00%	95.50%	100.00%	89.30%	85.00%	90.

Problem Statements Identifying Student Achievement Needs

	Problem Statement	Root Cause
1	Reading accounts for approximately 36% of test failures (4,550 out of 12,500); however, less than 30% of students completed their assigned HB 1416 accelerated instruction hours in reading, resulting in low compliance and limited impact on student outcomes.	Low completion of HB 1416 reading hours is driven by inconsistent campus systems for scheduling and monitoring, combined with a platform that is difficult to use and lacks accessible, reliable data, resulting in delayed starts, low prioritization, and limited accountability--especially at the secondary level.
2	In 24-25, 20% of graduates scored at or above college ready standard compared to the State at 34%.	ECISD performance on math and ELA EOCS is below the state average. Strengthening students performance on STAAR exams will have a positive impact on college readiness.
3	In 23-24, 47% of graduates were CTE completers matching the State's percentage.	ECISD has done a good job at advising students to progress to CTE Completer status but continuous improvement is needed.
4	In 23-24, 59% of graduates earned an IBC in an aligned program of study/Level 1 certificate compared to the State at 35%.	ECISD has done a good job at preparing students to pass TEA approved IBCs continuous imporvement is needed.
5	In 25-26, 53% of graduates earned CCMR through dual credit compared to 25% for the State.	ECISD contunues to provide great opportunities to student for dual credit, but continuous improvement is needed. Cost of Dual credit is currently funded by ECISD.
6	In 25-26, 2.1% of the total high school enrollment was enrolled in JROTC.	Students may not see the military as an option for after high school.

7	In 25-26, 34% of 3rd grade students read on grade level based on STAAR.	There is not enough staff to intervene with struggling 3rd grade readers.
8	During the 2025-2026 school year, 32% of students in grades 3-5 achieved the Meets performance level on the STAAR Interim Assessment in Math, 25% of 5th grade students achieved Meets in Science, and 41% of students in grades 3-5 achieved Meets in Reading.	ECISD lacks a system that ensures campus leaders consistently prioritize, calendar, and execute high-leverage instructional leadership actions (lesson plan review, observation & coaching) resulting in inconsistent TEKS-aligned instruction across classrooms.
9	Students in grades 3-8 are underachieving in the areas of Social Studies.	The lack of professional development and technical assistance in the area SDI of social studies curriculum, assessment, and instruction.
10	Students in grades 3-8 are underachieving in the area of Reading	The lack of professional development and technical assistance in the area of SDI Reading curriculum, assessment, and instruction.
11	Students in grades 3-8 are underachieving in the area of Science	The lack of professional development and technical assistance in the area of Science SDI curriculum, assessment, and instruction.
12	Students in grades 3-8 are underachieving in the area of Math	The lack of professional development and technical assistance in the area of SDI Math curriculum, assessment, and instruction.
13	In 24-25, 8.1% of students in the Class of 2024 dropped out according to the 4-Year Longitudinal Rate in the TAPR report.	Analysis of district monitoring data indicates that chronic absenteeism, credit deficiency, mobility (including OSP, McKinney-Vento and Foster Care) and inconsistent early intervention prior to escalation contribute to increased risk of student disengagement and withdrawal before graduation.

14 In the 2025 RDA report, 32.4% of OSP 8th graders passed the social studies STAAR test which is below the 65% cut point.

OSP students face barriers to attendance that often prevent them from attending school regularly to obtain the skills necessary to pass the 8th grade Social Studies STAAR.

15 In 25-26, 22.7% of students in the district were chronically absent (missing 10% or more of school days).

Chronic absenteeism in 25-26 was driven by limited early intervention systems and barriers such as transportation, health, and family needs, resulting in delayed identification and support for at-risk students.

16 In 25/26 SY, in Q3 72% of TPRS Seniors had completed CCMR requirements, not fulfilling the goal of 96% complete.

Senior status and dropout designation compress the reporting window for CCMR attainment. TPRS students are identified and enrolled on a rolling basis throughout the year, many enter the program without sufficient time to complete CCMR indicators. As a result, the majority of intensive CCMR efforts are concentrated between April and June.

17 In 25/26 SY, in Q3 TPRS had 4% dropout student status. TPRS EOY goal is 2%.

TPRS reported 4 student dropouts, including 3 ninth-grade students. Students with DO leaver code 84 are generally not accepted by other TX high school programs for recruitment or transfer placement. Current campus recovery systems limit credit recovery for active dropout recovered 9th grade students. Students demonstrate an early disengagement and struggle to re-engage and enroll working towards g

18 In 25/26 SY, in Q3 85% of TPRS met ADA attendance. TPRS EOY goal is 90%.

TPRS student ADA attendance is directly impacted by pregnancy and parenting-related responsibilities. Non-traditional educational settings are opted for and in demand. Absences for medical and parenting needs are documented in accordance with PRS requirements in ADA attendance. Despite documentation, these absences still count against ADA attendance rates and effect PRS weighted funding for the di

19 In 25-26, 46% of ECISD dropouts were 9th graders.

Transitioning to 9th grade is difficult when attendance and credits begin to count.

Data Documentation for CNA

Data Documentation for CNA

The following data were used to verify the comprehensive needs assessment analysis:

Improvement Planning Data

- [x] **District goals**
- [x] **Campus goals**
- [x] **HB3 Reading and math goals for PreK-3**
- [x] **HB3 CCMR goals**
- [x] **Performance Objectives with summative review (prior year)**
- [x] **Campus/District improvement plans (current and prior years)**
- [x] **Planning and decision making committee(s) meeting data**
- [x] **State and federal planning requirements**

Accountability Data

- [x] **Texas Academic Performance Report (TAPR) data**
- [x] **Student Achievement Domain**
- [x] **Student Progress Domain**
- [x] **Closing the Gaps Domain**
- [x] **Comprehensive, Targeted, and/or Additional Targeted Support Identification data**
- [x] **Accountability Distinction Designations**
- [x] **Federal Report Card and accountability data**
- [x] **Results Driven Accountability (RDA)**

Student Data: Assessments

- [x] **State and federally required assessment information**
- [x] **STAAR current and longitudinal results, including all versions**
- [x] **STAAR End-of-Course current and longitudinal results, including all versions**
- [x] **STAAR released test questions**

- [x] **STAAR Emergent Bilingual (EB) progress measure data**
- [x] **Texas English Language Proficiency Assessment System (TELPAS) and TELPAS Alternate results**
- [x] **Texas Primary Reading Inventory (TPRI), Tejas LEE, or other alternate early reading assessment results**
- [x] **Postsecondary college, career or military-ready graduates including enlisting in U. S. armed services, earning an industry based certification, earning an associate degree, graduating with completed IEP and workforce readiness**
- [x] **Advanced Placement (AP) and/or International Baccalaureate (IB) assessment data**
- [x] **Career and Technical Education (CTE) Programs of Study data including completer, concentrator, explorer, participant, and non-participant information**
- [x] **SAT and/or ACT assessment data**
- [x] **PSAT**
- [x] **Student failure and/or retention rates**
- [x] **Local diagnostic reading assessment data**
- [x] **Local benchmark or common assessments data**
- [x] **Prekindergarten Self-Assessment Tool**
- [x] **Texas approved PreK - 2nd grade assessment data**
- [x] **Other PreK - 2nd grade assessment data**
- [x] **State-developed online interim assessments**
- [x] **Grades that measure student performance based on the TEKS**
- [x] **Texas Success Initiative (TSI) data**
- [x] **Intervention data**

Student Data: Student Groups

- [x] **Race and ethnicity data, including number of students, academic achievement, discipline, attendance, and rates of progress between groups**
- [x] **Special programs data, including number of students, academic achievement, discipline, attendance, and rates of progress for each student group**
- [x] **Economically disadvantaged / Non-economically disadvantaged performance and participation data**
- [x] **Male / Female performance, progress, and participation data**
- [x] **Special education/non-special education population including discipline, progress and participation data**
- [x] **Migrant/non-migrant population including performance, progress, discipline, attendance and mobility/**

- [x] **stability**
- [x] **At-risk/non-at-risk population including performance, progress, discipline, attendance, and mobility/ stability**
- [x] **Emergent Bilingual (EB)/non-EB data, including performance, progress, discipline, attendance, and mobility/ stability**
- [x] **Career and Technical Education (CTE) Programs of Study data including completer, concentrator, explorer, participant, and non-participant achievements by race, ethnicity, gender, etc.**
- [x] **Section 504 data**
- [x] **Homeless data**
- [x] **Gifted and talented data**
- [x] **Dyslexia data**
- [x] **Response to Intervention (RtI) student achievement data**
- [x] **Dual-credit and/or college prep course completion data**
- [x] **STEM and/or STEAM data**
- [x] **Pregnancy and related services data**
- [x] **Graduation plan types**
- [x] **Foster Care data**

Student Data: Behavior and Other Indicators

- [x] **Completion rates and/or graduation rates data**
- [x] **Annual dropout rate data**
- [x] **Attendance data**
- [x] **Mobility/stability rate, including longitudinal data**
- [x] **Discipline records**
- [x] **Violence and/or violence prevention records**
- [x] **Tobacco, alcohol, and other drug-use data**
- [x] **Student surveys and/or other feedback**
- [x] **Class size averages by grade and subject**
- [x] **School safety data**
- [x] **Enrollment trends**

- [x] **Mobility/stability rate, including longitudinal data**
- [x] **Safe and Supportive School Program Team and/or Crisis Team data (Senate Bill 11)**
- [x] **School Behavioral Threat Assessment Data (Senate Bill 11)**

Employee Data

- [x] **Professional learning communities (PLC) data**
- [x] **Staff surveys and/or other feedback**
- [x] **Teacher/Student Ratio**
- [x] **State certified and high quality staff data**
- [x] **Campus leadership data**
- [x] **Campus department and/or faculty meeting discussions and data**
- [x] **Professional development needs assessment data**
- [x] **Evaluation(s) of professional development implementation and impact**
- [x] **Equity data**
- [x] **T-TESS data**
- [x] **T-PESS data**
- [x] **Staff mobility/stability**
- [x] **Support structures: mentors**
- [x] **Teacher recruitment/retention rates and other data**
- [x] **Classroom and school walkthrough data**

Parent/Community Data

- [x] **Parent surveys and/or other feedback**
- [x] **Parent engagement rate**
- [x] **Community surveys and/or other feedback**
- [x] **Parent and community partnership data**
- [x] **Parent activity evaluations and feedback data**

- [x] **Community service agencies and support services**

Support Systems and Other Data

- [x] **Organizational structure data**
- [x] **Processes and procedures for teaching and learning, including program implementation**
- [x] **Communications data**
- [x] **Capacity and resources data**
- [x] **Budgets/entitlements and expenditures data**
- [x] **Study of best practices and high yield strategies**
- [x] **Action research results**
- [x] **Horizontal and vertical team alignments processes**
- [x] **Technology and resource allocation data**
- [x] **Enrichment course/materials**
- [x] **Scope and Sequence; Pacing Guides; and Other Focus Documents**
- [x] **Focus Group(s) data**

Board Goals

Board Goal 1

The percentage of students achieving or exceeding the meets standard on state assessments will increase from 35% to 48% by May 2029 across all tested content areas.

Performance Objective 1

ECISD will improve their Special Eduation Student RDA score in the area SPED STAAR passing rate of 3-8 grade students in Social Studies from determination level 4 to determination level 3 by the end of the 2026-27 school year.

Indicators of Success: Gr. 3 Reading - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 6 Reading - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 8 Reading - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 44%

Evaluation Data Source: 2026 RDA Report

Strategy 1 ☑ Results Driven Accountability

ECISD Special Services Department will develop an aligned Special Instructional Framework with ECISD Instructional Framework in the area of Social Studies.

Strategy's Expected Result/Impact: To improve RDA Social Studies rating from a 4 to a 3.

Staff Responsible for Monitoring: Executive Director Special Services

Funding Sources: Time IDEA-B, $48,000

Formative Reviews

October	January	March	May

Strategy 2 ☑ Results Driven Accountability

ECISD Special Services Department will develop training of what specially designed instruction is for all general education and special education teachers in the area of Social Studies.

Strategy's Expected Result/Impact: To improve RDA Social Studies rating from a 4 to a 3.

Staff Responsible for Monitoring: Executive Director Special Services

Funding Sources: Time for training IDEA-B, $3,000

Formative Reviews

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Performance Objective 2

ECISD will improve their Special Education Student RDA score in the area SPED STAAR passing rate of 3-8 grade students in Reading from determination level 3 to determination level 2 by the end of the 2026-27 school year.

Indicators of Success: Gr. 3 Reading - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 5 Reading - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 6 Reading - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 8 Reading - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 44%, English I - % of English I and Algebra I testers achieving the meets or exceeds standard on STAAR EOC - 2026 Goal: 38%

Evaluation Data Source: 2026 RDA Report

Strategy 1 ☑ Results Driven Accountability

ECISD Special Services Department will develop an aligned Special Instructional Framework with ECISD Instructional Framework in the area of Reading

Strategy's Expected Result/Impact: Improve RDA rating from a 3 to a 2.

Staff Responsible for Monitoring: Executive Director Special Services

Formative Reviews

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Strategy 2 ☑ Equity Plan

ECISD Special Services Department will develop training of what specially designed instruction is for all general education and special education teachers in the area of Reading.

Strategy's Expected Result/Impact: Improve RDA rating from a 3 to a 2.

Staff Responsible for Monitoring: Executive Director Special Services

Formative Reviews

October January March May

Performance Objective 3

Increase the % of EB students to progress 1 or more proficiency levels on TELPAS from 28% to 32% by May 2027.

Indicators of Success: Growth (STAAR) - % of students who meet or exceed the STAAR academic annual growth - 2026 Goal: 62%

Evaluation Data Source: 24-25 ODS TELPAS Growth- In 24-25, 71.13% of EB students did not progress 1 or more Levels on TELPAS from 23-24.

Strategy 1 ☑ Results Driven Accountability

Campus support to assist with the implementation of the New ELPS K-12, which includes Content Based Language Instruction (CBLI) methodology through professional learning.

Strategy's Expected Result/Impact: Increased Language Proficiency for EB students

Staff Responsible for Monitoring: Bilingual/ESL/Migrant Executive Director

Funding Sources: Title Three Bilingual/ ESL, $25,000

Formative Reviews

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Strategy 2 ☑ Results Driven Accountability

Accelerate English language development for emergent bilingual students through the use of Summit K12. Summer learning opportunities for targeted emergent bilingual groups and grade levels.

Strategy's Expected Result/Impact: Improved TELPAS Proficiency Ratings

Staff Responsible for Monitoring: Bilingual/ESL/Migrant Executive Director

Funding Sources: State Comp Ed, $312,000, Title Three Bilingual/ ESL, $15,000

Formative Reviews

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Strategy 3 ☑ Results Driven Accountability

Support the implementation of the English language development curriculum adopted for PK-5

grades.

Strategy's Expected Result/Impact: Improved TELPAS Proficiency

Staff Responsible for Monitoring: Bilingual/ESL/Migrant Executive Director

Funding Sources: Title Three Bilingual/ ESL, $300,000

Formative Reviews

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Performance Objective 4

Decrease the gap in STAAR performance from 15% to 11% difference between EB and never EB students for all grade levels all subjects by May 2027.

Indicators of Success: Closing the Gaps RLA - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 37%, Closing the Gaps Math - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 31%

Evaluation Data Source: 24-25 TAPR - Current EB students performed at 23% meets for all grades all subjects, compared to 38% never EB, showing a gap of 15% in performance.

Strategy 1 ☑ Results Driven Accountability

Create a system to track and monitor the academic performance of EB students at the district, campus, and teacher level.

Strategy's Expected Result/Impact: Increase academic growth for EB students.

Staff Responsible for Monitoring: Bilingual/ESL/Migrant Executive Director

Formative Reviews

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Performance Objective 5

Increase participation rates to 99% at all campuses and ensure all student demographic groups maintain at least 95% participation in alignment with state and federal accountability requirements by May 2027.

Indicators of Success: Attendance - % of student daily attendance - 2026 Goal: 92.5%, Growth (STAAR) - % of students who meet or exceed the STAAR academic annual growth - 2026 Goal: 62%

Evaluation Data Source: TIDE

Strategy 1

Identify campuses and student groups with participation rates below the district average and implement targeted intervention plans prior to and during testing windows. Require campuses to monitor participation daily, track absent or non-tested students, and develop immediate follow-up plans for make-up testing opportunities.

Strategy's Expected Result/Impact: Improved student participation rates and increased campus accountability during state assessment windows. By identifying campuses and student groups performing below the district average and implementing targeted intervention plans, campuses can proactively address barriers to student participation before testing deadlines are reached. Daily monitoring of participation rates and immediate follow-up for absent or non-tested students will support timely make-up testing opportunities and reduce the number of untested students. Ultimately, this strategy is expected to strengthen compliance with state participation requirements, improve overall testing completion rates, and support more accurate accountability outcomes for the district.

Staff Responsible for Monitoring: Director of Assessment and Coordinator of Assessment

Formative Reviews

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Strategy 2

Develop training and communication materials clarifying that the goal is not simply meeting the 95% accountability threshold, but assessing all eligible students as required by Texas state law. Trainings should emphasize the academic and accountability consequences of non-participation, including impacts on student outcomes, HB 1416 intervention requirements, accountability calculations, and potential graduation implications for EOC students. Reinforcing the importance of testing all students will help correct misconceptions at the campus level.

Strategy's Expected Result/Impact: Increased campus understanding of state testing expectations and improved participation rates across all student groups. Clarifying that the expectation is to assess all eligible students--not simply meet the 95% accountability threshold--will help correct misconceptions and strengthen compliance with Texas state testing requirements. Emphasizing the academic and accountability consequences of non-participation, including impacts on student outcomes, HB 1416 intervention requirements, accountability calculations, and graduation eligibility for EOC students, reinforces the importance of proactive participation efforts at the campus level. Ultimately, this strategy is expected to improve testing completion rates, reduce avoidable non-participation, and support more accurate accountability outcomes for the district and campuses.

Staff Responsible for Monitoring: Director of Assessment and Coordinator of Assessment

Formative Reviews

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Strategy 3

Require campuses to establish clear communication plans for parents, counselors, attendance

staff, and administrators regarding testing participation expectations and make-up opportunities. Campuses should proactively contact families of absent students during testing windows and coordinate recovery plans for students who miss testing due to illness, scheduling conflicts, or mobility. Improved communication and recovery procedures will help ensure all demographic groups meet participation expectations.

Strategy's Expected Result/Impact: Improved testing participation rates and stronger coordination between campuses, families, and support staff during state assessment windows. Establishing clear communication plans and proactively contacting families of absent students will help campuses quickly address barriers to testing participation and increase awareness of make-up opportunities. Coordinated recovery plans for students affected by illness, scheduling conflicts, or mobility issues will reduce the number of untested students and support timely completion of assessments. Ultimately, this strategy is expected to improve participation across all demographic groups, strengthen compliance with state testing requirements, and support more accurate accountability outcomes for campuses and the district.

Staff Responsible for Monitoring: Director of Assessment and Coordinator of Assessment

Formative Reviews

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Performance Objective 6

Decrease the percentage of accommodations and eligibility testing errors from 25% to 15% of total irregularities reported in 25-26 by May 2027.

Indicators of Success: Attendance - % of student daily attendance - 2026 Goal: 92.5%, Growth (STAAR) - % of students who meet or exceed the STAAR academic annual growth - 2026 Goal: 62%

Evaluation Data Source: Irregularity Tracker

Strategy 1

Create and communicate expectations for saving plans on various platforms using the above deadlines.

Strategy's Expected Result/Impact: Improved compliance, accuracy, and timeliness of student accommodation documentation across assessment platforms. Clearly communicating expectations and deadlines for saving plans in systems such as SameGoal, TestHound, and Cambium will help ensure accommodations are properly documented and uploaded prior to testing windows. Establishing consistent procedures across departments and campuses reduces the likelihood of missed accommodations, eligibility errors, and last-minute corrections. Ultimately, this strategy supports smoother testing operations, improved student support during assessments, and a reduction in accommodation-related testing irregularities.

Staff Responsible for Monitoring: Director of Assessment and Coordinator of Assessment

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Strategy 2

Work with MTSS/LPAC to establish procedures for Emergent Bilingual students served in both programs

Strategy's Expected Result/Impact: Improved coordination and consistency in serving Emergent Bilingual students who receive support through both MTSS and LPAC programs. Establishing clear procedures between departments will help ensure accommodations and designated supports are accurately documented, communicated, and implemented during state assessments. Increased collaboration will reduce confusion regarding student eligibility and accommodations responsibilities, minimizing the risk of accommodation-related irregularities. Ultimately, this strategy supports compliance with state assessment requirements while ensuring Emergent Bilingual students receive appropriate supports during testing.

Formative Reviews

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Performance Objective 7

ECISD will improve their Special Education Student RDA score in the area SPED STAAR passing rate of 3-8 grade students in Science from determination level 3 to determination level 2 by the end of the 2026-27 school year.

Indicators of Success: Gr. 3 Reading - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 3 Math - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 35%, Gr. 5 Reading - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 5 Math - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 41%, Gr. 6 Reading - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 6 Math - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 8 Reading - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 44%, Gr. 8 Math - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 31%, English I - % of English I and Algebra I testers achieving the meets or exceeds standard on STAAR EOC - 2026 Goal: 38%, Algebra I - % of English I and Algebra I testers achieving the meets or exceeds standard on STAAR EOC - 30%

Evaluation Data Source: 2026 RDA Reports

Strategy 1 ☑ Results Driven Accountability

ECISD Special Services Department will develop an aligned Special Instructional Framework with ECISD Instructional Framework in the area of Science.

Strategy's Expected Result/Impact: Improve RDA Rating from a 3 to a 2 in student achievement

Staff Responsible for Monitoring: Special Services Department Academic Supervisors

Formative Reviews

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Strategy 2 ☑ Results Driven Accountability

ECISD Special Services Department will develop training of what specially designed instruction is for all general education and special education teachers in the area of Science.

Strategy's Expected Result/Impact: To improve RDA rating in the area of Science from a rating of 3 to 2.

Staff Responsible for Monitoring: Special Services Department Academic Supervisors

Formative Reviews

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Performance Objective 8

ECISD will improve their Special Education Student RDA score in the area SPED STAAR passing rate of 3-8 grade students in Math from determination level 3 to determination level 2 by the end of the 2026-27 school year.

Indicators of Success: Closing the Gaps Math - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 31%, Gr. 3 Math - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 35%, Gr. 5 Math - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 41%, Gr. 6 Math - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 8 Math - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 31%, Algebra I - % of English I and Algebra I testers achieving the meets or exceeds standard on STAAR EOC - 30%

Evaluation Data Source: 2026 RDA Reports

Strategy 1 ☑ Results Driven Accountability

ECISD Special Services Department will develop an aligned Special Instructional Framework with ECISD Instructional Framework in the area of Math.

Strategy's Expected Result/Impact: To improve RDA rating in the area of Math from a rating of 3 to 2.

Staff Responsible for Monitoring: Special Services Department Academic Supervisors

Formative Reviews

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Strategy 2 ☑ Results Driven Accountability

ECISD Special Services Department will develop training of what specially designed instruction is for all general education and special education teachers in the area of Math.

Strategy's Expected Result/Impact: To improve RDA rating in the area of Math from a rating of 3 to 2.

Staff Responsible for Monitoring: Special Services Department Academic Supervisors

Formative Reviews

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Performance Objective 9

Decrease RTI/MTSS-related testing accommodation irregularities from 40% to 15% of all accommodation-related testing irregularities for students receiving RTI/MTSS supports by May 2027.

Evaluation Data Source: Testhound data errors, campus feedback, FOCUS fidelity checks

Strategy 1

Purchase and implement the SameGOAL platform for testing accommodation management and provide ongoing training and support for campus administrators, MTSS teams, and testing personnel to improve documentation accuracy, compliance monitoring, and consistency in accommodation decision-making processes. Develop and implement district protocols for RTI/MTSS accommodations that align with TEA regulations, including guidance on eligibility, routine use, documentation requirements, and data-driven decision-making practices.

Strategy's Expected Result/Impact: Improved districtwide consistency, compliance, and accuracy in testing accommodation decisions through stronger documentation, monitoring, and alignment with TEA requirements. Campus teams will strengthen data-driven decision-making practices within the RTI/MTSS process, reducing compliance concerns and improving support for students receiving accommodations.

Staff Responsible for Monitoring: Director of Accountability

Funding Sources: SameGoal for MTSS IDEA-B, $15,000

Formative Reviews

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Strategy 2

Train CTCs and campus administrators on appropriate MTSS accommodation practices within SameGOAL, including TEA compliance requirements, documentation expectations, routine use criteria, and accurate accommodation management procedures.

Strategy's Expected Result/Impact: Increased campus understanding and implementation of appropriate MTSS accommodation practices, resulting in improved TEA compliance, stronger documentation, and more accurate accommodation decision-making processes within SameGOAL.

Staff Responsible for Monitoring: Director of Accountability

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Strategy 3

Develop and distribute comprehensive resources, guidance documents, and step-by-step how-to materials for all staff and personnel to ensure consistent understanding and implementation of MTSS accommodation practices, SameGOAL procedures, and TEA compliance requirements. Materials will include accommodation eligibility guidance, documentation expectations, workflow procedures, and best practices for data-driven decision-making.

Strategy's Expected Result/Impact: Increased staff consistency and confidence in implementing MTSS accommodation practices through clear guidance, standardized procedures, and accessible training materials aligned to SMARTGOAL processes and TEA compliance requirements.

Staff Responsible for Monitoring: Director of Accountability

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Performance Objective 10

Increase the fidelity of campus MTSS Academic plans from 32% to 50% during the 2026-2027 school year by ensuring MTSS Academic plans consistently include and implement all five steps of the Data-Based Decision-Making (DBDM) process.

Indicators of Success: Closing the Gaps RLA - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 37%, Closing the Gaps Math - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 31%

Evaluation Data Source: FOCUS MTSS Intervention Data

Strategy 1

Provide MTSS Academic training sessions during New Teacher Orientation and Teacher University to build foundational understanding of MTSS processes, intervention expectations, and data-driven instructional practices.
Meet monthly (9 times annually) with MTSS Campus Leads to review academic and behavior data, reinforce FOCUS documentation practices, monitor implementation fidelity, and share intervention strategies aligned with district expectations and compliance requirements.
Offer four after-school MTSS-A professional learning sessions focused on intervention planning, progress monitoring, SMART goal development, effective implementation of the 5-step Data-Based Decision-Making (DBDM) process, and best practices for documenting interventions and student supports in FOCUS.

Strategy's Expected Result/Impact: Increased districtwide understanding and implementation of MTSS Academic practices through ongoing professional learning, campus collaboration, and targeted support. Campus staff will strengthen intervention planning, progress monitoring, FOCUS documentation, and data-driven decision-making practices, resulting in improved implementation fidelity and more consistent support for student academic and behavioral needs.

Staff Responsible for Monitoring: Coordinator of MTSS Academics

Funding Sources: FOCUS MTSS MODULE, TITLE FUNDS - MTSS A Coordinator Postition State Comp Ed, $123,000

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Strategy 2

The MTSS Academic Coordinator will monitor and track MTSS Academic plan implementation and fidelity across all campuses on a monthly basis. The coordinator will provide campuses with individualized feedback, data analysis, compliance findings, and targeted support to strengthen implementation of the 5-step Data-Based Decision-Making (DBDM) process, improve intervention quality, and ensure alignment with district MTSS expectations and documentation requirements.

Strategy's Expected Result/Impact: Increased MTSS implementation fidelity and consistency across campuses through ongoing monitoring, feedback, and targeted support. Campuses will strengthen intervention quality, data-driven decision-making practices, and compliance with district MTSS documentation and implementation expectations.

Staff Responsible for Monitoring: MTSS Academic Coordinator

Funding Sources: FOCUS MTSS MODULE, TITLE FUNDS - MTSS A Coordinator Position State Comp Ed, $123,000

Formative Reviews

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Strategy 3

Provide updated MTSS criteria, tiering guidance, and implementation supports to campuses to strengthen consistency in student identification, intervention planning, and service delivery. Ongoing individualized campus support will be provided as needed to assist with MTSS processes, problem-solving practices, intervention implementation, progress monitoring, and alignment with district expectations and compliance requirements.

Strategy's Expected Result/Impact: Increased consistency and effectiveness in MTSS implementation across campuses through clearer tiering guidance, strengthened intervention planning, and ongoing targeted support. Campuses will improve student identification practices, progress monitoring, problem-solving processes, and alignment with district MTSS expectations and compliance requirements.

Staff Responsible for Monitoring: MTSS Academic Coordinator

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Performance Objective 11

The percentage of students in grades 3-5 scoring at the Meets level on the Reading STAAR Interim will increase from 41% to 48%, the percentage of students in grades 3-5 scoring at the Meets level on the Math STAAR Interim will increase from 32% to 40%, and the percentage of 5th grade students scoring at the Meets level on the Science STAAR Interim will increase from 25% to 35% by January 2027.

Indicators of Success: Gr. 3 Reading - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 3 Math - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 35%, Gr. 5 Reading - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 5 Math - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 41%

Evaluation Data Source: STAAR Interim

Strategy 1 ☑ Results Driven Accountability

Campus leaders will implement and monitor weekly instructional leadership systems by calendaring and conducting protected lesson plan reviews, classroom walkthroughs, and coaching cycles focused on TEKS alignment, rigor, checks for understanding, and aggressive monitoring in instruction for grades 3-5. Administrators will provide actionable feedback with follow-up monitoring to ensure implementation fidelity.

Strategy's Expected Result/Impact: Student performance at meets in RLA and Math will Improve

Staff Responsible for Monitoring: Executive Directors of Leadership

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Strategy 2

Campus leadership teams will facilitate data-driven instruction (DDI) meetings with grades 3-5 teachers to analyze STAAR Interim, checkpoint, iReady, and formative assessment data, identify priority TEKS and student misconceptions, develop targeted reteach plans, and monitor reassessment results to ensure instructional adjustments result in improved student mastery.

Strategy's Expected Result/Impact: Student performance at meets in RLA and Math will Improve

Staff Responsible for Monitoring: Executive Directors of Leadership

Formative Reviews

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Strategy 3

Principals will establish a campus-wide system for monitoring Tier 1 instruction and intervention effectiveness by conducting regular PLC observations, reviewing annotated lesson plans, tracking student progress toward Meets performance goals, and ensuring small-group intervention and enrichment are aligned to current student data and priority reading standards.

Strategy's Expected Result/Impact: Student performance at meets in RLA and Math will Improve

Staff Responsible for Monitoring: Executive Directors of Leadership

Funding Sources: Darryl Williams / Get Better Faster Title Two Professional Development, $149,000

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Strategy 4

ECISD will provide a two day Leadership University to provide campus and district leaders with tools and strategies to impact teacher and student performance.

Strategy's Expected Result/Impact: Campus and district instructional leaders will positively impact student outcomes through effective training and monitoring.

Staff Responsible for Monitoring: Executive Directors of Leadership, Executive Director of Talent Development

Funding Sources: Guest Presenter Funds Title Two Professional Development,

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Performance Objective 12 ☑ High Priority

By May 2027, Ector County ISD will increase literacy achievement and intervention effectiveness for students identified with dyslexia by ensuring that at least 80% of students receiving dyslexia services demonstrate measurable growth on district reading assessments and progress monitoring measures, while maintaining 100% compliance with state dyslexia screening, identification, and service requirements.

Indicators of Success: Gr. 3 Reading - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 6 Reading - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 8 Reading - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 44%

Strategy 1 ☑ Results Driven Accountability

ECISD Special Services Department will provide training to 100% of dyslexia instructional and intervention staff will complete annual professional development in structured literacy and dyslexia support practices.

Strategy's Expected Result/Impact: Improve district overall Reading RDA Score from 3 to a 2.

Staff Responsible for Monitoring: Executive Director of Special Services

Funding Sources: Training time IDEA-B,

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Strategy 2 ☑ Results Driven Accountability

ECISD Special Services Department will conduct campus fidelity checks will show at least 100% implementation of required dyslexia intervention components with the Take Flight Dyslexia Resource.

Strategy's Expected Result/Impact: Improve district overall Reading RDA Score from 3 to a 2.

Staff Responsible for Monitoring: Executive Director of Special Services

Funding Sources: IDEA-B,

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Performance Objective 13

The percentage of students achieving or exceeding the meets standard on STAAR grades 3 through EOC will increase from 38% to 41% by May 2027 across all tested content areas.

Indicators of Success: Growth (STAAR) - % of students who meet or exceed the STAAR academic annual growth - 2026 Goal: 62%, Closing the Gaps RLA - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 37%, Closing the Gaps Math - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 31%, Gr. 3 Reading - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 3 Math - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 35%, Gr. 5 Reading - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 5 Math - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 41%, Gr. 6 Reading - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 6 Math - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 8 Reading - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 44%, Gr. 8 Math - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 31%, English I - % of English I and Algebra I testers achieving the meets or exceeds standard on STAAR EOC - 2026 Goal: 38%, Algebra I - % of English I and Algebra I testers achieving the meets or exceeds standard on STAAR EOC - 30%

Evaluation Data Source: STAAR Results & Interim Data

Strategy 1 ☑ Results Driven Accountability

The Academics team will Provide and maintain access to district-approved, TEKS-aligned high-quality instructional materials, instructional platforms, digital resources, and assessment-aligned tools through EduHub; provide teacher and leader training on effective implementation, planning, instructional use, progress monitoring, and alignment to STAAR/EOC expectations across all tested content areas.

Strategy's Expected Result/Impact: All teachers will have access to and training on how to implement HQIM for primary Tier 1 and supplemental instruction.

Staff Responsible for Monitoring: Academics Team

Funding Sources: Vernier - PD Title One Instructional Continuity, $30,000, Discovery ED Techbook State Comp Ed, $28,000, Saxon Phonics New and Refill Title One Instructional Continuity, $351,369, Vernier Title One Instructional Continuity, $321,750, Phonics Pilot - Magnetic and Mosiaco Title One Instructional Continuity, $150,000, DBQ Online State Comp Ed, $25,200, Exploros - SS PD Title One School- Improvement, $2,500, Exploros - SS Title One School- Improvement, $87,579, Curriculum Associates - iReady Platform State Comp Ed, $10,818,685, Curriculum Associates - iReady Platform and Training State Comp Ed, $103,200, Discovery Ed Experience Title One Instructional Continuity, $72,376, Lonestar Title One Instructional Continuity, $186,950

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Strategy 2

Elementary RLA will provide recurring professional development, coaching, and PLC support on foundational literacy, comprehension, vocabulary, writing, text evidence, rubric calibration, small-group instruction, and data-informed reteach/intervention to strengthen Tier I RLA instruction and increase STAAR performance.

Strategy's Expected Result/Impact: Improve literacy and STAAR results

Staff Responsible for Monitoring: Elementary RLA Coordinator & Elementary Academics Director

Funding Sources: Coordinator Title Two Professional Development,

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Strategy 3

Elementary Math will provide recurring professional development, coaching, and PLC support on Tier I math instruction, problem solving, math discourse, high-priority TEKS, conceptual understanding, fluency, and data-informed reteach/intervention to strengthen elementary math instruction and increase STAAR performance.

Strategy's Expected Result/Impact: Improve student math fluency, fill gaps, and improve STAAR Results

Staff Responsible for Monitoring: Elementary Math Coordinator & Elementary Academics Director

Funding Sources: Coordinator Title Two Professional Development,

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Strategy 4

Elementary Science will provide recurring professional development, coaching, and PLC support on science TEKS, academic vocabulary, process standards, hands-on investigations, science discourse, lab/investigation evidence, and data-informed reteach/intervention to strengthen Tier I science instruction and increase STAAR performance.

Strategy's Expected Result/Impact: Improve student thinking and Science STAAR Results

Staff Responsible for Monitoring: Elementary Science/Social Studies Coordinator & Elementary Academics Director

Funding Sources: Coordinator Title Two Professional Development,

Formative Reviews

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Strategy 5

Elementary Social Studies will provide recurring professional development, coaching, and PLC support on social studies TEKS, academic vocabulary, inquiry, source analysis, civic understanding, discussion, literacy integration, writing, and background knowledge development to strengthen Tier I social studies instruction and support STAAR readiness.

Strategy's Expected Result/Impact: Build a foundational understanding of Social Studies and how it builds to the 8th grade (Middle School) test. Improve STAAR Social Studies Results

Staff Responsible for Monitoring: Elementary Science/Social Studies Coordinator & Elementary Academics Director

Funding Sources: Coordinator Title Two Professional Development,

Formative Reviews

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Strategy 6

Secondary Science will provide recurring professional development, coaching, and PLC support on secondary science TEKS, academic vocabulary, lab investigations, process standards, Biology readiness, student work analysis, and data-informed reteach/intervention to strengthen secondary science instruction and increase STAAR/EOC performance.

Strategy's Expected Result/Impact: Improve student's STAAR/EOC performance

Staff Responsible for Monitoring: Secondary Science Coordinator and Secondary Director of Academics

Funding Sources: Coordinator Title Two Professional Development,

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Strategy 7

Secondary Social Studies will provide recurring professional development, coaching, and PLC support on social studies TEKS, source analysis, academic vocabulary, historical inquiry, civic understanding, writing, student work analysis, and assessment-aligned reteach/intervention to strengthen secondary social studies instruction and increase STAAR/EOC performance.

Strategy's Expected Result/Impact: Build student's critical thinking skills and social studies foundation to improve student's STAAR/EOC performance

Staff Responsible for Monitoring: Secondary Social Studies Coordinator and Secondary Director of Academics

Funding Sources: Coordinator Title Two Professional Development,

Formative Reviews

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Strategy 8

Secondary Math will provide recurring professional development, coaching, and PLC support on Tier I math instruction, Algebra readiness, problem solving, math discourse, high-priority TEKS, vertical alignment from grades 6-8 to Algebra I, and data-informed reteach/intervention to increase STAAR/EOC performance.

Strategy's Expected Result/Impact: Improve students' Math STAAR/EOC performance

Staff Responsible for Monitoring: Secondary Math Coordinator and Secondary Director of Academics

Funding Sources: Coordinator Title Two Professional Development,

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Strategy 9

Secondary RLA will provide recurring professional development, coaching, and PLC support on reading comprehension, vocabulary, writing, text evidence, rubric calibration, small-group differentiation, student work analysis, and data-informed reteach/intervention to strengthen Tier I RLA instruction and increase STAAR/EOC performance.

Strategy's Expected Result/Impact: Improve students' RLA STAAR/EOC performance

Staff Responsible for Monitoring: Secondary RLA Coordinator and Secondary Director of Academics

Funding Sources: Coordinator Title Two Professional Development,

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Strategy 10

LOTE will provide recurring professional development, coaching, and PLC support on language acquisition, interpretive/interpersonal/presentational communication, academic vocabulary, cultural connections, proficiency-based instruction, and assessment alignment to strengthen LOTE instruction and support overall literacy and academic achievement.

Strategy's Expected Result/Impact: Strengthen student's foreign L2 and support overall L1 literacy to increase students' STAAR/EOC performance

Staff Responsible for Monitoring: Languages Other Than English Coordinator and Secondary Director of Academics

Funding Sources: Coordinator Title Two Professional Development,

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Strategy 11

Advanced Academic Services will provide recurring professional development and PLC support on TEKS-embedded GT differentiation, depth and complexity, advanced questioning, curriculum compacting, extension, student products, and talent development to ensure GT services are embedded within core instruction and support higher levels of student achievement.

Strategy's Expected Result/Impact: Strengthen classroom support for GT students to increase overall STAAR/EOC perfomance.

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Strategy 12

The Academics team will embed all 15 WICOR strategies into ECISD curriculum documents, PLC protocols, professional development, and walkthrough tools to support consistent implementation across PreK-12 classrooms.

Strategy's Expected Result/Impact:
Improve classroom instruction and student outcomes on STAAR/EOC

Staff Responsible for Monitoring: Elementary and Secondary Academics Directors

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Strategy 13

The Academics and AVID team will use PLCs, targeted professional development, coaching, and walkthrough feedback to strengthen teacher understanding and implementation fidelity of the AVID WICOR instructional framework.

Strategy's Expected Result/Impact:
Improve classroom instruction and student outcomes on STAAR/EOC

Staff Responsible for Monitoring: AVID/AAS Director and Elementary and Secondary Academics Directors

Funding Sources: State Comp Ed,

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Strategy 14

The AVID team will conduct AVID/WICOR walkthroughs, track implementation of all 15 WICOR strategies, and use implementation evidence to provide feedback, training recommendations, and targeted support for campuses.

Strategy's Expected Result/Impact:
Improve classroom instruction and student outcomes on STAAR/EOC.

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

Funding Sources: State Comp Ed,

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Strategy 15

The AVID team will continue the PMOC process to monitor WICOR implementation progress, review evidence of fidelity, identify barriers, and determine next steps for districtwide instructional alignment.

Strategy's Expected Result/Impact:
Improve classroom instruction and student outcomes on STAAR/EOC

Staff Responsible for Monitoring: AVID/AAS Director and Executive Director of Academics

Funding Sources: State Comp Ed,

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Strategy 16

Academics and Talent development, in collaboration with district departments, will design and deliver coordinated professional development that addresses multiple instructional priorities, including curriculum implementation, differentiated support, classroom instructional practices, assessment alignment, PLC/data-to-action processes, and student access needs, to strengthen consistent classroom instruction across PK-12.

Strategy's Expected Result/Impact:
Improve classroom instruction and student outcomes on STAAR/EOC

Staff Responsible for Monitoring: Executive Director of Academics and Executive Director of Talent Development

Funding Sources: Teacher University Title Two Professional Development,

Formative Reviews

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Performance Objective 14

Increase proficiency of campus leaders in Domain III from an unknown percentage to 80% by May 2027.

Indicators of Success: Closing the Gaps RLA - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 37%, Closing the Gaps Math - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 31%

Evaluation Data Source: Domain III proficiency measure, increased domain III Accountability scores, fewer schools in school improvement

Strategy 1

Provide Domain III Data Tour

Strategy's Expected Result/Impact: Increased proficiency in Domain III

Staff Responsible for Monitoring: Executive Director of Accountability

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Strategy 2

Offer targeted Domain III data assistance to school improvement campuses after each checkpoint and interim assessment.

Strategy's Expected Result/Impact: Increased proficiency in Domain III

Improved academic intervention services to special populations and students at risk

Staff Responsible for Monitoring: Executive Director of Accountability

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Strategy 3

Offer accountability certification pathway through the Texas Center for School Accountability (6 half day trainings by Dr. Allison Matney).

Strategy's Expected Result/Impact: Increased proficiency in Domain III
Improved monitoring of compliance factors (such as PEIMS) relevant to domain III

Staff Responsible for Monitoring: Executive Director of Accountability

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Strategy 4

Develop and administer a proficiency measure for Domain III to determine the understanding of campus administrators of Domain III for accountability.

Strategy's Expected Result/Impact: Ability to measure impact of Strategies 1-3

Staff Responsible for Monitoring: Executive Director of Accountability

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Performance Objective 15

The percentage of PK-12 PLCs conducted with fidelity will increase from an inconsistent baseline to 80% by May 2027.

Indicators of Success: Growth (STAAR) - % of students who meet or exceed the STAAR academic annual growth - 2026 Goal: 62%, Kindergarten Readiness - % of students meeting kindergarten readiness benchmark - 2026 Goal: 56%, Gr. 3 Reading - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 3 Math - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 35%, Gr. 5 Reading - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 5 Math - % of 5th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 41%, Gr. 6 Reading - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 46%, Gr. 6 Math - % of 6th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%, Gr. 8 Reading - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 44%, Gr. 8 Math - % of 8th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 31%, English I - % of English I and Algebra I testers achieving the meets or exceeds standard on STAAR EOC - 2026 Goal: 38%, Algebra I - % of English I and Algebra I testers achieving the meets or exceeds standard on STAAR EOC - 30%

Evaluation Data Source: Eduphoria Checkpoint data (1A-3B); PLC artifacts and data analysis protocols; campus PLC documentation; walkthrough evidence

Strategy 1

The Academics team will embed PLC training into all Academic professional development and support campus leaders and instructional coaches in using common PLC protocols for data analysis, instructional planning, reteach, and progress monitoring.

Strategy's Expected Result/Impact: Improve classroom instruction and student outcomes

Staff Responsible for Monitoring: Executive Director of Academics

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Strategy 2

The Academics team will review and analyze PLC implementation evidence, including data analysis, instructional response, progress monitoring, and alignment to checkpoints, interim assessments, common formative assessments, and curriculum implementation, to determine campus-specific support needs.

Strategy's Expected Result/Impact: Improve classroom instruction and student outcomes

Staff Responsible for Monitoring: Executive Director of Academics

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Board Goal 2

The percentage of 3rd grade students reading at or above grade level will increase from 34% to 48% by May 2029.

Performance Objective 1

Increase the percentage of students successfully completing assigned HB 1416 Reading intervention hours from 11% (313 out of 2,926 students) to 75% for students assigned HB 1416 Reading accelerated instruction by May 2027 through the implementation of the IXL Reading platform and improved intervention monitoring practices.

Indicators of Success: Growth (STAAR) - % of students who meet or exceed the STAAR academic annual growth - 2026 Goal: 62%, Closing the Gaps RLA - The performance of ECISD high focus subgroup compared to their peers across the state of Texas - 2026 Goal: 37%

Evaluation Data Source: IXL Data, Coding Data (FOCUS), STAAR Data

Strategy 1

Purchase and implement the IXL Reading platform exclusively for students identified for HB 1416 accelerated instruction to improve ease of use, increase student engagement and accessibility, strengthen intervention participation rates, and enhance the accuracy and efficiency of intervention tracking, progress monitoring, and compliance reporting.

Strategy's Expected Result/Impact: Students assigned HB 1416 Reading accelerated instruction will complete their assigned hours by the TEA-designated time.

Staff Responsible for Monitoring: Director of Accountability

Funding Sources: Title 1 Funds: IXL Title One School- Improvement, $100,000

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Strategy 2

Meet with principals twice per semester to provide training, updates, and guidance related to HB 1416 processes, protocols, compliance requirements, and intervention procedures.

Strategy's Expected Result/Impact: Increased campus understanding and compliance with HB 1416 requirements through ongoing principal training, guidance, and communication. Campuses will strengthen implementation of intervention procedures, documentation practices, and compliance processes aligned with district and TEA expectations.

Staff Responsible for Monitoring: Director of Accountability

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Performance Objective 2

Increase the percentage of ECISD students meeting kindergarten readiness benchmarks from 51.5% to 56% by May 2027 by expanding consistent access to and participation in high-quality Pre-K programs and ensuring strong instructional practices across all ECISD Pre-K classrooms.

Indicators of Success: Growth (STAAR) - % of students who meet or exceed the STAAR academic annual growth - 2026 Goal: 62%, Kindergarten Readiness - % of students meeting kindergarten readiness benchmark - 2026 Goal: 56%

Strategy 1

The Early Childhood Education team will align Pre-K Guidelines, Frog Street, Age of Learning, CLI, Pre-K Checkpoints, kindergarten readiness expectations, and district-approved HQIM in EduHub while providing targeted professional development and coaching on oral language, early literacy, early math, centers, small-group instruction, and social-emotional development.

Strategy's Expected Result/Impact: Provide aligned curriculum documents for all Pre-K teachers to ensure a strong start for all students.

Staff Responsible for Monitoring: Early Childhood Education Coordinator and Elementary Academics Director

Funding Sources: AOL - My Math & My Reading Academy Title One Instructional Continuity, $136,224 , AOL - My Math & My Reading Academy - PD Title One Instructional Continuity, $5,000

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Strategy 2

The Early Childhood Education team will digitize Pre-K report cards into Pre-K Checkpoints and strengthen Pre-K PLCs by using checkpoint and progress-monitoring data to plan reteach, enrichment, small-group instruction, and family communication.

Strategy's Expected Result/Impact: Improve Kindergarten Readiness outcomes by providing relevant and timely data to campuses.

Staff Responsible for Monitoring: Early Childhood Education Coordinator and Elementary Academics Director

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Strategy 3

The Early Childhood Education team will monitor HQPK requirements, coaching supports, partnership alignment, and family engagement efforts while engaging community partners and families through outreach events and informational sessions to increase awareness of and participation in ECISD Pre-K programs.

Strategy's Expected Result/Impact: Improve Kindergarten Readiness by ensuring High Quality Pre-K for all students.

Staff Responsible for Monitoring: Early Childhood Education Coordinator and Elementary Academics Director

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Performance Objective 3

The percentage of 3rd-grade students reading on or above grade level will increase from 34% to 36% by May 2027

Indicators of Success: Kindergarten Readiness - % of students meeting kindergarten readiness benchmark - 2026 Goal: 56%, Gr. 3 Reading - % of 3th grade students achieving the meets or exceeds standard in reading or math on STAAR - 2026 Goal: 36%

Evaluation Data Source: Checkpoints, STAAR Interim, and STAAR Performance

Strategy 1

Elementary Social Studies, with support from Elementary RLA, will embed literacy practices, including background knowledge building, academic vocabulary, comprehension routines, text/source analysis, discussion, and writing, into TEKS-aligned Social Studies instruction and checkpoints to support 3rd-grade reading proficiency.

Strategy's Expected Result/Impact: Build student literacy through multiple lenses and improve student outcomes on STAAR.

Staff Responsible for Monitoring: Elementary Social Studies/Science Coordinator, Elementary RLA Coordinator, and Elementary Academics Director

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Strategy 2

The Elementary RLA team will embed Bookworms into classroom curriculum and checkpoints to strengthen foundational literacy, comprehension, vocabulary, and text-based reading skills aligned to 3rd-grade reading proficiency expectations.

Strategy's Expected Result/Impact: Improve reading comprehension, and student outcomes on STAAR.

Staff Responsible for Monitoring: Elementary RLA Coordinator and Elementary Academics Director

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Board Goal 3

The percentage of high school graduates considered College, Career or Military Ready will increase from 88% to 91% by May 2029.

Performance Objective 1 ☑ HB3 Board Goal

96% of TPRS seniors will meet CCMR graduation requirements.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%

Evaluation Data Source: ODS CCMR Reporting

Strategy 1

Conduct monthly meetings at Odessa College to promote a college culture and postsecondary opportunities for parents and TPRS students with a goal of 60% attendance improving CCMR outcomes.

Strategy's Expected Result/Impact: 96% of TPRS students will complete CCMR requirements
85% of TPRS student would enroll in college after graduations
TPRS students and families would feel connected and supported by Odessa College

Staff Responsible for Monitoring: TPRS Coordinator

Funding Sources: State Comp Ed,

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Strategy 2

TPRS, CCMR, and Post Secondary staff will conduct quarterly meetings to support CCMR initiatives

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Strategy 3

TPRS counselor with staff will monitor all TPRS students progress toward obtaining CCMR

quarterly.

Staff Responsible for Monitoring: TPRS Coordinator

Funding Sources: State Comp Ed,

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Strategy 4

TPRS staff will provide individual support to ensure all students complete FAFSA/TASFA and Apply Texas.

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Performance Objective 2 ✅ High Priority ✅ HB3 Board Goal

Increase CTE Completers from 47% to 50% for the 2028 Graduates.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%

Evaluation Data Source: Perkins V Indicator Report

Strategy 1

Enhance CTE Program of Study Awareness and Enrollment: Implement a comprehensive awareness campaign at middle and high school campuses to inform students and parents about CTE programs of study, including course sequences, career opportunities, and CCMR benefits, with a focus on early recruitment and informed program of study selection.

Strategy's Expected Result/Impact: This initiative is expected to increase student and parent awareness of CTE Programs of Study, leading to more informed course selection and increased pathway enrollment. Early exposure to career pathways and CCMR benefits will help strengthen student engagement, program completion, and postsecondary readiness.

Staff Responsible for Monitoring: Ex. Dir. CTE

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Strategy 2

Strengthen Course Scheduling and Advising Supports: Collaborate with counselors and campus leadership to ensure students are scheduled into coherent CTE sequences that lead to program completion, utilizing tools such as degree plans, Focus, and ongoing advisor check-ins to monitor progress toward CTE completion.

Strategy's Expected Result/Impact: This initiative is expected to increase CTE program completion rates by improving course scheduling, advising, and student pathway monitoring toward CCMR readiness

Staff Responsible for Monitoring: Ex. Dir. CTE

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Strategy 3

Monitor Progress and Provide Targeted Interventions: Use data tracking systems to monitor students' progress toward CTE completion and identify those at risk of falling short.

Strategy's Expected Result/Impact: This initiative is expected to improve CTE completion rates by identifying at-risk students early and providing timely interventions and support.

Staff Responsible for Monitoring: Ex. Dir. CTE

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Performance Objective 3 ☑ High Priority ☑ HB3 Board Goal

Increase IBC and Level 1 certificate attainment from 59% to 64% for 2026 graduates.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%

Evaluation Data Source: Perkins V Indicator Report

Strategy 1

Align Industry-Based Certifications (IBCs) to CTE Programs of Study, CTE Courses, and Local Workforce Needs: Review and revise IBC offerings to ensure they are embedded within aligned CTE courses and programs of study approved by TEA. Certifications should be intentionally integrated into the curriculum and sequenced to support students progressing through a complete program of study. Priority will be given to IBCs that align with regional high-wage, high-demand occupations and provide students with meaningful, industry-recognized

credentials.

Strategy's Expected Result/Impact: This initiative is expected to increase student attainment of industry-based certifications by aligning IBCs to CTE pathways, workforce needs, and high-demand career opportunities.

Staff Responsible for Monitoring: CCMR Director

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Strategy 2

Increase Teacher Capacity and Support for IBC Implementation: Offer ongoing professional development and resources for CTE teachers to integrate IBC preparation into instruction, including curriculum guides, instructional materials, and testing protocols.

Strategy's Expected Result/Impact: This initiative is expected to strengthen teacher capacity to support IBC attainment through improved instructional alignment, resources, and certification preparation practices.

Staff Responsible for Monitoring: CCMR Director

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Strategy 3

Provide Certification Preparation and Testing Opportunities During and during alternative times during the school day: Embed IBC preparation into course curriculum and provide additional resources such practice exams and tutoring. Ensure testing opportunities are accessible and scheduled to meet student needs across all campuses.

Strategy's Expected Result/Impact: This initiative is expected to increase student success on industry-based certifications by expanding access to preparation resources, tutoring, and flexible testing opportunities across campuses.

Staff Responsible for Monitoring: CCMR Director

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Performance Objective 4 ☑ High Priority ☑ HB3 Board Goal

Increase CCMR earned through dual credit from 53% to 60% for the 2026 Graduates.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%

Evaluation Data Source: CCMR Data - TX Schools

Strategy 1

Expand Dual Credit Course enrollment through target advising that leads to a postsecondary credential.

Strategy's Expected Result/Impact: This initiative is expected to increase Dual Credit enrollment and postsecondary credential attainment through targeted advising and intentional course pathway planning.

Staff Responsible for Monitoring: CCMR Director

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Strategy 2

Strengthen Advising and Communication with Students and Families about Dual Credit Opportunities

Strategy's Expected Result/Impact: This initiative is expected to increase student and family awareness of Dual Credit opportunities, leading to higher enrollment, participation, and postsecondary readiness.

Staff Responsible for Monitoring: CCMR Director

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Strategy 3

Reduce Barriers to Dual Credit Participation through Financial, Academic, and Logistical Supports

Strategy's Expected Result/Impact: This initiative is expected to increase Dual Credit participation and completion by reducing financial, academic, and scheduling barriers for students.

Staff Responsible for Monitoring: CCMR Director

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Strategy 4

Utilize co-enrollment course opportunities for students who have not met TSIA requirements

Strategy's Expected Result/Impact: This initiative is expected to expand access to Dual Credit opportunities by supporting students who have not yet met TSIA requirements through co-enrollment pathways and targeted academic supports.

Staff Responsible for Monitoring: CCMR Director

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Performance Objective 5 ☑ High Priority ☑ HB3 Board Goal

Increase JROTC projected enrollment from 2.1% of eligible high school students to 3.1% by May 2027.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%

Evaluation Data Source: Local Data

Strategy 1

Integrate JROTC demonstrations into school and community events, including public service projects, performances, and school-wide leadership roles.

Strategy's Expected Result/Impact: This initiative is expected to increase student leadership, school engagement, and community awareness of JROTC programs through expanded visibility and participation in school and community events.

Staff Responsible for Monitoring: CCMR Director

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Strategy 2

Promote how JROTC offers scholarship opportunities, resume experience, and advancement in military and civilian careers.

Strategy's Expected Result/Impact: This initiative is expected to increase student participation in JROTC by highlighting scholarship opportunities, career readiness skills, and pathways to advancement in both military and civilian careers

Staff Responsible for Monitoring: CCMR Director

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Performance Objective 6

The percentage of AVID seniors earning at least one CCMR indicator will be maintained at 95% or higher by May 2027.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%, 4 Year Graduation Rate - % of students in grades 9-12 who graduate within four years of entering high school - 2026 Goal: 86%

Evaluation Data Source: AVID CCMR Progress Tracker data

Strategy 1

The AVID team will maintain and monitor the CCMR Progress Tracker for AVID seniors to identify student progress toward CCMR indicators and ensure timely follow-up for students at risk of not meeting a CCMR indicator.

Strategy's Expected Result/Impact: Maintain the current percentage of AVID students achieving their CCMR indicator

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

Funding Sources: State Comp Ed,

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Strategy 2

The AVID team will implement CCMR progress tracking for AVID juniors to identify readiness gaps earlier and support proactive planning before students enter their senior year.

Strategy's Expected Result/Impact: Ensure junior AVID students enter their senior year with their CCMR indicator.

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

Funding Sources: State Comp Ed,

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Strategy 3

The AVID team will require campus AVID Site Teams to review CCMR progress during each Site Team meeting and document interventions for students who are at risk of not earning a CCMR indicator.

Strategy's Expected Result/Impact: Ensure students have the support needed to achieve their CCMR Indicator

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

Funding Sources: State Comp Ed,

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Performance Objective 7

The percentage of AVID campuses achieving or maintaining AVID certification will increase from 85% to 90% by May 2027.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%

Evaluation Data Source: AVID Center Certification reports

Strategy 1

The AVID team will conduct quarterly scheduled check-ins with campus AVID Coordinators to review CCI and SIT evidence, identify certification gaps, and provide targeted support throughout the school year.

Strategy's Expected Result/Impact: AVID best practices will support students in achieving CCMR goals.

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

Funding Sources: State Comp Ed,

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Strategy 2

The AVID team will monitor campus progress toward AVID certification requirements and provide coaching, resources, and follow-up support to strengthen implementation of AVID systems, Site Team expectations, and elective practices.

Strategy's Expected Result/Impact: AVID best practices will support students in achieving CCMR goals.

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

Funding Sources: Planners State Comp Ed,

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Performance Objective 8

The percentage of students earning a qualifying score on AP/IB exams will increase from 19% to 25% by May 2027.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%

Evaluation Data Source: AP Exam Data, AP Benchmark Data, IB Exam Data

Strategy 1

The Advanced Academics team will strengthen K-12 talent development and advanced coursework pathways by establishing aligned expectations, providing campus-specific support, and increasing equitable access to advanced learning opportunities.

Strategy's Expected Result/Impact: Improve AP/IB exam scores

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

Funding Sources: AP CSP Supports State Grant, $18,000

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Strategy 2

The Advanced Academics team will provide targeted AP/IB readiness supports, including AP Boot Camp for single-semester courses, full-length spring benchmarks/practice exams, and individual student remediation plans based on performance data.

Strategy's Expected Result/Impact: Improve AP/IB Exam Scores

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

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Performance Objective 9

The percentage of students meeting both Evidence-Based Reading and Writing and Math benchmarks on the SAT will increase from 15% to 20% by May 2027.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%

Evaluation Data Source: SAT, PSAT 8/9, and PSAT NMSQT

Strategy 1

The Advanced Academics team will expand SAT Boot Camps across all high schools with targeted support in Evidence-Based Reading and Writing and Math, prioritizing campuses with historically lower SAT benchmark performance.

Strategy's Expected Result/Impact: Allow access to specific preparation for the SAT test and improve student outcomes on the assessment.

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

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Strategy 2

The Advanced Academics team will use PSAT score data to identify and target students who are within 10 points of meeting SAT benchmark scores for CCMR and provide targeted boot camp support to increase benchmark attainment.

Strategy's Expected Result/Impact: Improve student outcomes on the SAT test.

Staff Responsible for Monitoring: AVID/AAS Coordinator and AVID/AAS Director

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Strategy 3

The Secondary Academics team will intentionally embed SAT-aligned problems into grades 6-12 curriculum units and checkpoints to provide ongoing exposure, practice, and support for the skills needed to meet SAT benchmarks.

Strategy's Expected Result/Impact: Improve outcomes on the SAT Test and other TSI exams (ACT, TSIA2)

Staff Responsible for Monitoring: Secondary Academics Coordinators and Secondary Director of Academics

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Performance Objective 10

Counselors, College & Career Advisors, and CCMR Coordinators will provide grade-appropriate information to students and parents during Educational Planning sessions and guidance lessons regarding higher education admissions requirements, financial aid opportunities (including TEXAS Grant and Teach for Texas programs), informed curriculum choices, and available postsecondary planning resources.

Indicators of Success: College, Career, and Military Readiness - % of current seniors meeting at least one CCMR accountability indicator by the completion of their junior year - 2026 Goal: 37%

Evaluation Data Source: Completed guidance lessons
Educational Planning outcomes
Access Platform utilization data

Strategy 1

Counselors, College & Career Advisors, and CCMR Coordinators will provide annual Educational Planning presentations for students in grades 6-12 and their families regarding college admissions requirements, financial aid opportunities (including the TEXAS Grant and Teach for Texas Grant programs), the importance of informed course selection, and available postsecondary planning resources. Information will be delivered through classroom guidance lessons, Educational Planning meetings, parent workshops, college and career events, campus websites, and individual advising sessions.

Strategy's Expected Result/Impact: Students and families will make informed academic and postsecondary planning decisions that support College, Career, and Military Readiness (CCMR).

Staff Responsible for Monitoring: Director of CCMR & Post Secondary Ed.
Director of Guidance and Counseling

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Strategy 2

Counselors, College & Career Advisors, and CCMR Coordinators will provide students with access to college, career, and military readiness exploration resources through the ACCESS platform. Students will engage in career interest assessments, college and military exploration activities, labor market research, and postsecondary planning aligned to their individual goals and graduation pathways.

Strategy's Expected Result/Impact: Students will develop informed college, career, and military readiness plans aligned to their goals.

Staff Responsible for Monitoring: Director of CCMR & Post Secondary Ed.
Director of Guidance and Counseling

Formative Reviews

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Strategy 3

Counselors, College & Career Advisors, and CCMR Coordinators will promote scholarship awareness and application opportunities for seniors. Students and families will have access to regularly updated local, regional, state, and national scholarship information, and staff will provide guidance and support to assist students with scholarship searches and application processes throughout the school year.

Strategy's Expected Result/Impact: Students and families will increase awareness of scholarship opportunities and financial resources for postsecondary education.

Staff Responsible for Monitoring: Director of CCMR & Post Secondary Ed.
Director of Guidance and Counseling

Formative Reviews

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Board Goal 4 Classroom Excellence

Performance Objective 1

Increase the percentage of Certified teachers in ECISD classrooms by 2.5% by June 2027.

Evaluation Data Source: District Munis reports and HR Position Staff Reports

Strategy 1 ☑ Results Driven Accountability

Continue to monitor and evaluate current employee Individualized Certification Plans and implement Individualized Certification Plans for new hires to ensure information, accountability, and support in obtaining their teaching certification.

Strategy's Expected Result/Impact: Increase in the percentage of certified staff.

Staff Responsible for Monitoring: Exec Dir of HR and HR Directors

Formative Reviews

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Performance Objective 2

Decrease the dropout rate from 46% to 40% for 9th graders by May 2027.

Evaluation Data Source: PEIMS dropout rate

Strategy 1

After each grading period, SAS Counselors will meet with 9th grade students who are at risk of dropping out using the following criteria: Failed 2 or more core academic courses, are considered chronically absent, or have 2 or more behavior referrals.

Strategy's Expected Result/Impact: Increased monitoring and intervention for at-risk 9th grade students to support improved academic performance, attendance, behavior, and overall student persistence toward graduation.

Staff Responsible for Monitoring: Director of Guidance and Counseling

Funding Sources: SAS Counselors State Comp Ed,

Formative Reviews

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Strategy 2

After each grading period, Middle School Counselors will meet with each student who failed 1 or more academic core classes and send a notification to parents.

Strategy's Expected Result/Impact: Early identification and intervention for middle school students experiencing academic difficulty, resulting in increased student support, improved course performance, stronger family communication, and reduced risk of future academic failure.

Staff Responsible for Monitoring: Director of Guidance and Counseling

Formative Reviews

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Strategy 3

Leverage Communities In Schools to provide targeted wraparound support, mentoring, and case management services for students identified as at risk of chronic absenteeism.

Strategy's Expected Result/Impact: Increased student engagement, addressing barriers to attendance, and fostering consistent school participation.

Staff Responsible for Monitoring: Executive Director of Guidance, Counseling, and Wellness

Funding Sources: State Comp Ed,

Formative Reviews

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Performance Objective 3

Increase flu vaccination rates for students served through school-based TVFC immunization clinics from 11% to 13% by January 2027.

Evaluation Data Source: TVFC data

Strategy 1

Require TVFC Nurses to offer and provide flu vaccinations to students they serve.

Strategy's Expected Result/Impact: Increased flu vaccination rates; reduce illness & absenteeism related to flu; improved community health

Staff Responsible for Monitoring: Director of Nursing & Health Services

Formative Reviews

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Strategy 2

Provide flu and infection control information to students, parents and staff at least monthly starting in September and continuing through February.

Strategy's Expected Result/Impact: Improved awareness and knowledge of flu prevention strategies; reduced transmission of illness; increased flu vaccine uptake

Staff Responsible for Monitoring: Director of Nursing & Health Services

Formative Reviews

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Strategy 3

Host flu vaccination clinics at various schools to reduce barriers to serve at least 300 students.

Strategy's Expected Result/Impact: Increased access to flu vaccines; reduced flu transmission; improved student attendance

Staff Responsible for Monitoring: Director of Nursing & Health Services

Formative Reviews

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Performance Objective 4

Increase the immunization compliancy rates for Hep A and Hep B vaccines in kinder students by 1% by November 2026.

Evaluation Data Source: Focus reporting systems

Strategy 1

Utilize Focus communication to provide families with vaccine information to include locations that families can obtain the required immunizations for their students at least twice monthly.

Strategy's Expected Result/Impact: Increased awareness of immunization requirements; improved immunization compliance rates; improved access to immunization resources

Staff Responsible for Monitoring: Director of Nursing & Health Services

Formative Reviews

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Strategy 2

Host immunization clinic in September and October to serve at least 75 students per clinic.

Strategy's Expected Result/Impact: Increased immunization rates; improved access to required immunizations; decreased student exclusions

Staff Responsible for Monitoring: Director of Nursing & Health Services

Formative Reviews

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Strategy 3

Monitor immunization compliancy rates by campus twice monthly and share information with Nursing & Health Services team members.

Strategy's Expected Result/Impact: Improved immunization compliance rates; reduced student exclusions

Staff Responsible for Monitoring: Director of Nursing & Health Services

Formative Reviews

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Performance Objective 5

Improve 6th grade immunization compliance rates to ensure 7th grade readiness, as evidenced by at least 60% of 6th grade students meeting 7th grade immunization requirements by April 2027.

Evaluation Data Source: Focus reporting systems

Strategy 1

Utilize Focus communication to provide families with vaccine information to include locations that families can obtain the required immunizations for their students at least twice monthly.

Strategy's Expected Result/Impact: Increased awareness of immunization requirements; improved immunization compliance rates; improved access to immunization resources

Staff Responsible for Monitoring: Director of Nursing & Health Services

Formative Reviews

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Strategy 2

Monitor immunization compliancy rates by campus twice monthly and share information with Nursing & Health Services team members.

Strategy's Expected Result/Impact: Improved immunization compliance rates; reduced student exclusions

Staff Responsible for Monitoring: Director of Nursing & Health Services

Formative Reviews

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Strategy 3

Host 6th grade immunization clinics on site at middle schools to serve at least 250 6th grade students.

Strategy's Expected Result/Impact: Improved immunization compliance rates; reduced student exclusions; improved access to required immunizations

Staff Responsible for Monitoring: Director of Nursing & Health Services

Formative Reviews

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Performance Objective 6

Increase alignment of federal and state expenditures with Board-adopted goals from 80% to 100% by May 2027.

Evaluation Data Source: Plan4Learning

Strategy 1

Ensure compliance with the Every Student Succeeds Act (ESSA) and applicable state funding requirements by implementing and monitoring activities that include clearly defined, measurable outcomes and progress indicators aligned to district and campus goals. Ongoing review and monitoring of the District Improvement Plan (DIP) and Campus Improvement Plans (CIP) will be conducted to ensure fiscal alignment, program accountability, and effective use of federal and state funds. Monitoring processes will support continuous improvement efforts, strengthen program effectiveness, and promote increased student achievement through data-driven decision making and compliance oversight.

Strategy's Expected Result/Impact: Ensure administration are reviewing data and DIP/CIP goals to spend accordingly.

Staff Responsible for Monitoring: Director of Federal and State Programs

Formative Reviews

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Performance Objective 7

Decrease the percentage of ECISD classrooms staffed by uncertified teachers from 22% to 18% by May 2027.

Evaluation Data Source: Teacher Certification Data, PEIMS Staffing Data, HR Vacancy Reports

Strategy 1 ☑ Results Driven Accountability

Monitor certification progress and provide targeted support for district uncertified teachers.

Strategy's Expected Result/Impact: Decrease the percentage of ECISD classrooms staffed by uncertified teachers

Staff Responsible for Monitoring: Human Capital Division

Funding Sources: 2 Talent Development Specialists Title Two Professional Development,

Formative Reviews

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Strategy 2 Results Driven Accountability

Strengthen and increase participation in the PREP Teacher Apprenticeship Program and Grow-your-Own educator pathway.

Strategy's Expected Result/Impact: Increasing the number of teachers who enter the workforce with certification.

Staff Responsible for Monitoring: Director of Talent Development

Formative Reviews

October January March May

Strategy 3

Strengthen Teacher Residency and Student Teacher placement processes.

Strategy's Expected Result/Impact: Increasing the number of teachers who enter the workforce with certification.

Staff Responsible for Monitoring: Directors of Talent Development; Directors of Human Resources

Funding Sources: Supplemental funding for Teacher Residents as per campus Opportunity Culture plans Title One School- Improvement,

Formative Reviews

October January March May

Performance Objective 8

Increase participation of Year 0 and Year 1 novice educators in district-supported induction and mentoring programs from 70% to 100% by May 2027.

Evaluation Data Source: Mentor Program Data, Retention Data, Induction Participation Records, HR Hiring Data

Strategy 1 Results Driven Accountability

Expand and continue implementation of LAUNCH induction supports for NOVICE teachers.

Strategy's Expected Result/Impact: Retention of novice teachers; increase classroom effectiveness of novice teachers.

Staff Responsible for Monitoring: Directors of Talent Development

Formative Reviews

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Strategy 2 ☑ Results Driven Accountability

ECISD will provide a New Teacher Orientation in July, 2026 to ensure a strong start for novice teachers.

Strategy's Expected Result/Impact: Increase classroom effectiveness of novice teachers; Comprehensive introduction to culture, process, and community.

Staff Responsible for Monitoring: Directors of Talent Development

Funding Sources: Funding for New Teacher Orientation Title Two Professional Development,

Formative Reviews

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Strategy 3 ☑ Results Driven Accountability

Novice Teachers will be supported by certified classroom mentors.

Strategy's Expected Result/Impact: Novice teachers will receive just-in-time support from a certified classroom mentor, increasing classroom effectiveness and improved student outcomes.

Staff Responsible for Monitoring: Directors of Talent Development

Formative Reviews

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Performance Objective 9

Increase Multi-Classroom Leader (MCL) capacity by 10% during the 2026-27 school year.

Evaluation Data Source: OC participation data, Campus staffing Data, TIA data

Strategy 1

Expand recruitment efforts for Multi-classroom leaders (MCLs) and teacher leadership roles on

identified campuses

Strategy's Expected Result/Impact: Increase the number of qualified applicants for Opportunity Culture roles

Staff Responsible for Monitoring: Director of Talent Development

Funding Sources: Public Impact Title Two Professional Development, $85,877, Talent Development Coach Title Two Professional Development,

Formative Reviews

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Strategy 2

Provide Public Impact training and ongoing coaching support for MCLs and campus leadership teams implementing strategic staffing models.

Strategy's Expected Result/Impact: Increased capacity for Opportunity Culture leadership teams as evidenced by increased student outcomes and teacher evaluations.

Staff Responsible for Monitoring: Director of Talent Development; Talent Development Coach

Formative Reviews

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Strategy 3

Increase teacher leadership development opportunities through aspiring MCL supports, coaching cycles, and collaborative planning structures.

Strategy's Expected Result/Impact: Increase MCL effectiveness and overall capacity.

Staff Responsible for Monitoring: Director of Talent Development

Funding Sources: Darryl Williams training Title Two Professional Development, $149,875

Formative Reviews

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Performance Objective 10

Reduce the district dropout rate from 8.1% (class of 2024) to 6% or lower for the class of 2026 and the class of 2027 by the end of the 2026-2027 school year.

Evaluation Data Source: 25-263 TAPR; Drop Out SQL Reports

Strategy 1

Ensure 100% of students on the dropout list for the current school year have documented intervention attempts from COC Staff.

Strategy's Expected Result/Impact: Each student will have someone reach out to discuss the reasons for dropping out and COC staff will provide a strategy to re-engage in school or provide an alternative option.

Staff Responsible for Monitoring: Director of Student Support Services

Funding Sources: Social Worker Title IV, $85,000, Drop Out Specialists, Social Service Specialists, Lead Social Worker and Director of Student Support Services State Comp Ed, $520,000, McKinney Vento Specialists Title One Homeless, $240,000

Formative Reviews

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Strategy 2

Conduct weekly dropout review meetings during active dropout window. Conduct monthly dropout recovery meetings after dropout window closes with COC staff.

Strategy's Expected Result/Impact: Students who "no show" at the beginning of the school year will be identified and provided with outreach to ensure they have the support they need to return to school. Throughout the school year students who disengage will be monitored and a plan for their success will be discussed at these meetings.

Staff Responsible for Monitoring: Director of Student Support Services

Formative Reviews

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Strategy 3

Implement Welcome Walks in the fall and spring to re-engage students who have dropped out by facilitating a way for the campuses to make home visits.

Strategy's Expected Result/Impact: Welcome Walks provide an avenue for campus staff to reach out to parents and students and attempt to re-engage the students.

Staff Responsible for Monitoring: Director Student Support Services

Formative Reviews

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Strategy 4

Set a monitor list of any students with a 2026 cohort who are enrolled. At the beginning of the year reach out to 2026 cohort students on the drop out list.

Strategy's Expected Result/Impact: Re-engage students with the 2026 cohort who did not graduate on time and chose not to return to school. Monitor students who did not graduate with their cohort and chose to return in the following year.

Staff Responsible for Monitoring: Director of Student Support Services

Formative Reviews

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Performance Objective 11

Increase the number of 8th grade OSP students who pass the Social Studies STAAR from 32.4% to 35% by the end of the 2026-2027 school year.

Evaluation Data Source: RDA Results

Strategy 1

Provide McKinney-Vento and Foster Care professional development by December.

Strategy's Expected Result/Impact: Staff will be more aware of the unique needs of students experiencing homelessness and students in foster care.

Staff Responsible for Monitoring: Director of Student Support Services

Formative Reviews

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Strategy 2

Conduct 8th grade OSP transition outreach by end of first 9 weeks to provide parents with school of origin and transportation awareness.

Strategy's Expected Result/Impact: Parents will have a contact person who they can reach out ot if they have any transportation needs. They will also have an awareness of their right to remain at their school of origin.

Staff Responsible for Monitoring: Director of Student Support Services

Funding Sources: McKinney Vento Specialists Title One Homeless, $240,000

Formative Reviews

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Strategy 3

Monitor 8th grade OSP student attendance monthly and provide targeted interventions for students missing 10% or more of instructional days.

Strategy's Expected Result/Impact: Attendance will be addressed continuously with students experiencing homelessness to identify barriers and provide resources to improve attendance.

Staff Responsible for Monitoring: Director of Student Support Services.

Funding Sources: TEHCY Grant Funded Positions- McKinney Vento Grant Coordinator, McKinney Vento Specialists (3) Title One Homeless, $240,000

Formative Reviews

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Performance Objective 12

Reduce the district chronic absenteeism rate from 22.7% to 20% or lower by the end of the 2026-2027 school year.

Strategy 1

Increase documented attendance intervention completion by COC staff for identified at-risk students (10+ absences or chronically absent) to at least 40% by the end of the 2026-2027 school year.

Strategy's Expected Result/Impact: Attendance barriers will be identified and addressed.

Staff Responsible for Monitoring: Director of Student Support Services

Funding Sources: Social Service Specialists and Drop Out Specialists State Comp Ed, $520,000, Title 1: Homeless Specialist Title One Homeless, $80,000, Title IV: Social Worker Title IV, $85,000

Formative Reviews

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Strategy 2

Transfer truancy documentation from Eduphoria to FOCUS forms to allow for a centralized location for all truancy documentation.

Strategy's Expected Result/Impact: Increase district wide use of truancy and absenteeism interventions due to centralized location of documentation.

Staff Responsible for Monitoring: Director of Student Support Services

Formative Reviews

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Performance Objective 13

ECISD will support the continued implementation of the Burleson Early Education Center redesign through campus-based goals, progress monitoring, and implementation benchmarks aligned to the School Action Fund PMR process.

Evaluation Data Source: Progress Monitoring Rubric (PMR)

Strategy 1

Collaborate with campus leadership and the grant service provider to support implementation and monitoring of School Action Fund grant priorities through the PMR process.

Strategy's Expected Result/Impact: Enhanced implementation and monitoring systems that support high-quality learning environments, family engagement, and continuous campus improvement.

Staff Responsible for Monitoring: Director of Partnerships & School Choice

Funding Sources: State Grant, $500,000

Formative Reviews

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Strategy 2

Implement targeted marketing, advertising, and community outreach efforts to increase family awareness and student enrollment opportunities at the Burleson Early Education Center.

Strategy's Expected Result/Impact: Expanded community awareness and outreach efforts to support enrollment growth and access to high-quality early childhood educational opportunities.

Staff Responsible for Monitoring: Director of Partnerships & School Choice

Funding Sources: State Grant, $14,000

Formative Reviews

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Performance Objective 14

Decrease TPRS drop out rate from 6% to 4% by July 2027.

Strategy 1

TPRS specialists track TPRS students on COC's drop out list to develop a plan for support before/after withdrawal.

Strategy's Expected Result/Impact: Students would stay in school.
Students would transfer to other options for a HS diploma, avoiding a dropout code.
Students would re-enroll to ECISD.

Staff Responsible for Monitoring: TPRS Coordinator/TPRS Specialists

Formative Reviews

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Strategy 2

Caseworkers and Specialists will conduct home visits to students who have dropped out, are at risk of dropping out, or are chronically absent.

Strategy's Expected Result/Impact: Students would re-engage or re-enroll to ECISD or other HS options.

Staff Responsible for Monitoring: TPRS Coordinator, TPRS Specialists

Formative Reviews

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Strategy 3

TPRS staff will conduct a review every grading cycle to monitor TPRS students' grades, attendance, and progress toward graduation.

Strategy's Expected Result/Impact: At-risk students are closely monitored and provided with quick support and interventions

Staff Responsible for Monitoring: TPRS Coordinator

Formative Reviews

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Performance Objective 15

Maintain or increase TPRS Graduation rate of 97%.

Evaluation Data Source: Focus Grad Reports
ODS

Strategy 1

Monitor TPRS students attendance, grades, and credit recovery on a monthly basis to ensure that 100% of student's graduation course requirements are met.

Strategy's Expected Result/Impact: Credit Recovery is implemented early-on
Attendance interventions done in a timely manner for quick recovery

Formative Reviews

October **January** **March** **May**

Strategy 2

TPRS Caseworkers and Specialists will monitor and support daily attendance of TPRS Seniors.

Formative Reviews

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Performance Objective 16

Increase TPRS attendance from 85% to 90% by May 2027.

Evaluation Data Source: FOCUS Reports

Strategy 1

Offer ECISD childcare for all enrolled parenting students during school hours, with attendance and utilization tracked monthly.

Formative Reviews

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Strategy 2

Offer district transportation services to all eligible TPRS students

Formative Reviews

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Strategy 3

Homebound teachers will deliver instructional services to all eligible TPRS students unable to attend school in person, with lesson delivery, student progress, and attendance documented in weekly instructional logs.

Formative Reviews

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Strategy 4

Caseworkers will provide documented attendance interventions weekly for TPRS students, ensuring all students with attendance issues are supported.

Formative Reviews

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Strategy 5

Specialists will review district attendance monitoring reports with coordinator and caseworker to develop monthly reporting summaries to program leadership.

Strategy's Expected Result/Impact: Ensure attendance interventions and supports are in place and monitored for targeted students who are chronically absent.

Staff Responsible for Monitoring: TPRS Coordinator/ TPRS Specialists

Formative Reviews

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Performance Objective 17

By May 2027, the PE/Health Department will increase the amount of teachers having access to high-quality instruction, TEKS-aligned professional development, and collaboration opportunities to 100% to help reduce instructional inconsistencies and improve student engagement and learning outcomes.

Evaluation Data Source: PE/Health Feedback Forms

Strategy 1

High-Quality Back-to-School Professional Development

Strategy's Expected Result/Impact: Expected Result:
All PE/Health teachers will have access to consistent, TEKS-aligned professional development and collaborative support designed to strengthen instructional practices and increase teacher effectiveness.

Impact:
Improved instructional consistency across campuses will lead to higher student engagement, increased participation, and improved student learning outcomes in PE/Health courses.

Staff Responsible for Monitoring: Director of Athletics

Formative Reviews

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Strategy 2

Monthly Teacher Feedback and Support Surveys.

Strategy's Expected Result/Impact: Expected Result:
PE/Health teachers will have consistent opportunities to provide feedback, identify areas of need, and receive targeted support throughout the school year.

Impact:
Ongoing feedback and support will strengthen teacher collaboration, improve instructional consistency, and increase student engagement and learning outcomes in PE/Health courses.

Staff Responsible for Monitoring: Director of Athletics

Formative Reviews

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Strategy 3

State and National Conference Learning Opportunities

Strategy's Expected Result/Impact: Expected Result:
Teachers will gain increased knowledge of current instructional practices, curriculum updates, and effective teaching strategies that can be implemented within their classrooms and programs.

Impact:
Enhanced professional learning opportunities will improve instructional quality, increase teacher capacity and collaboration, and positively impact student engagement and learning outcomes in PE/Health courses.

Staff Responsible for Monitoring: Director of Athletics

Formative Reviews

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Strategy 4

Targeted Go-To Support Documents

Strategy's Expected Result/Impact: Expected Result:
Teachers will have easy access to consistent instructional and program support resources that improve confidence, efficiency, and alignment across campuses.

Impact:
Accessible support documents will reduce instructional inconsistencies, strengthen teacher effectiveness, and improve student engagement and learning outcomes in PE/Health courses.

Staff Responsible for Monitoring: Director of Athletics

Formative Reviews

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Performance Objective 18

Increase the percentage instructional fidelity and horizontally-aligned elementary music classrooms from its current baseline to 100% in the 26-27 academic year.

Evaluation Data Source: EduHub Curriculum Documents; TEKS Ready

Strategy 1

ECISD will implement preemptive professional development to identify and implement its procedures and expectations for instructional fidelity and horizontal alignment.

Strategy's Expected Result/Impact: More fidelity to procedures and instructional alignment.

Staff Responsible for Monitoring: Fine Arts Coordinator

Formative Reviews

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Strategy 2

ECISD will facilitate ongoing observation and evaluation protocols to monitor curricular progress, instructional fidelity, and formative effectiveness.

Strategy's Expected Result/Impact: More fidelity to procedures and instructional alignment.

Staff Responsible for Monitoring: Fine Arts Coordinator

Formative Reviews

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Strategy 3

ECISD will collect reflection and feedback data from instructional staff to identify gaps in curriculum, instruction and assessment for revision and optimization.

Strategy's Expected Result/Impact: More fidelity to procedures and instructional alignment.

Staff Responsible for Monitoring: Fine Arts Coordinator

Formative Reviews

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Performance Objective 19

By May 2027, the Fine Arts department will improve the implementation of TEKS-based, rigorous, and relevant curriculum supported by high-quality instructional strategies for Visual Arts.

Evaluation Data Source: EDUHub

Strategy 1

ECISD will provide Visual Arts supplemental curriculum to ensure all students have equitable access to rigorous resources aligned to the TEKS. All visual art teachers will have personalized professional learning embedded in the supplemental curriculum to create a strong support mechanism for our new and struggling teachers.

Strategy's Expected Result/Impact: Increased utilization of resources provided by Art of Education

Staff Responsible for Monitoring: Executive Director of Fine Arts

Funding Sources: Title IV, $46,532.68

Formative Reviews

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Performance Objective 20

Increase participation by our high school dance programs in UIL-style pilot evaluation organized by TDEA from 50% (one school) to 100% (both schools) by May 2027.

Evaluation Data Source: TDEA Participation Results

Strategy 1

Align instruction with TDEA rubric standards, incorporating judge-style feedback into rehearsals.

Strategy's Expected Result/Impact: Increased participation by our high school dance programs

Staff Responsible for Monitoring: Executive Director of Fine Arts

Formative Reviews

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Strategy 2

Work with TDEA to promote UIL-style pilot evaluations in West Texas to reduce costs associated with travel.

Strategy's Expected Result/Impact: Increased participation by our high school dance programs

Staff Responsible for Monitoring: Executive Director of Fine Arts

Formative Reviews

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Performance Objective 21

Increase the percentage of music performance evaluations receiving a UIL Division 1 rating ("Superior") from 61.2% to 65% by May 2027.

Evaluation Data Source: UIL Evaluation Results

Strategy 1

Provide professional development on a UIL Evaluation current data and provide coaching strategies based upon results.

Strategy's Expected Result/Impact: Higher percentage of UIL Division 1 Ratings

Staff Responsible for Monitoring: Executive Director of Fine Arts

Formative Reviews

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Strategy 2

Implement targeted mentoring by Head Directors focused on UIL criteria (UIL rubrics).

Strategy's Expected Result/Impact: Higher percentage of UIL Division 1 Ratings

Staff Responsible for Monitoring: Executive Director of Fine Arts

Formative Reviews

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Performance Objective 22 ☑ High Priority ☑ HB3 Board Goal

Increase the number of certified teachers in CTE positions from 47% to 52% by 2029.

Evaluation Data Source: HR Data

Strategy 1

Create a teacher cohort to support and work together

Strategy's Expected Result/Impact: This initiative is expected to increase teacher retention, collaboration, and certification success through a supportive cohort model focused on shared learning and peer support.

Staff Responsible for Monitoring: Director of CCMR

Formative Reviews

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Strategy 2

Educate teachers about opportunities and benefits of certification process

Strategy's Expected Result/Impact: This initiative is expected to increase teacher participation in certification pathways by improving awareness of certification opportunities, benefits, and career advancement options.

Staff Responsible for Monitoring: Director of CCMR

Formative Reviews

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Strategy 3

Collaborate with ESC18 on alternative certification program

Strategy's Expected Result/Impact: This initiative is expected to expand teacher certification pathways and increase staffing capacity by providing accessible alternative certification opportunities through partnership with ESC18.

Staff Responsible for Monitoring: Director of CCMR

Formative Reviews

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Performance Objective 23

Establish a baseline measure of campus and district leader participation in instructional technology professional learning by administering a needs assessment to 100% of ECISD campus and district leaders by October 2026, and increase the number of leaders participating in targeted instructional technology PL from the established baseline by May 2027.

Strategy 1

Leadership Learning Pathway: District Digital Learning staff will design and facilitate a yearlong instructional technology leadership pathway for campus and district leaders by May 2027, including quarterly leadership sessions, instructional walkthrough look-fors, and campus implementation planning. Success will be measured through attendance records, walkthrough evidence, and campus action plans.

Strategy's Expected Result/Impact: This initiative is expected to strengthen instructional technology leadership and campus implementation practices through ongoing leadership development, consistent walkthrough expectations, and data-informed campus action planning.

Staff Responsible for Monitoring: Director of Digital Learning

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Strategy 2

Administrator Coaching & Modeling: Digital Learning Specialists will partner with campus administrators during PLCs, walkthroughs, and instructional planning cycles at least once per semester to model effective technology integration practices aligned to district instructional priorities. Success will be measured through administrator feedback, walkthrough data, and increased evidence of instructional technology use in classrooms.

Strategy's Expected Result/Impact: This initiative is expected to increase effective classroom technology integration through administrator coaching, modeling, and aligned instructional leadership practices.

Staff Responsible for Monitoring: Director of Digital Learning

Formative Reviews

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Strategy 3

Leadership Resource Toolkit: The Digital Learning Department will create and maintain a leadership toolkit that includes instructional technology expectations, model classroom examples, AI literacy guidance, and walkthrough support documents by the end of the first semester. Success will be measured through campus utilization data and administrator survey feedback.

Strategy's Expected Result/Impact: This initiative is expected to improve campus consistency and leadership capacity in instructional technology implementation through accessible tools, guidance, and walkthrough supports aligned to district priorities.

Staff Responsible for Monitoring: Director of Digital Learning

Formative Reviews

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Performance Objective 24

Establish a baseline measure of consistent instructional technology integration by administering a district-wide survey to 100% of ECISD teachers by October 2026, and increase the number of teachers rating themselves as consistent integrators of technology within core academic instruction from the established baseline by May 2027.

Strategy 1

Academic-Aligned Professional Learning: Digital Learning and Academic Services will collaboratively design and deliver professional learning sessions aligned to district instructional priorities, including small group instruction, student engagement, HQIM implementation, and data-to-action practices, by May 2027. Success will be measured through training participation, implementation walkthrough data, and teacher feedback.

Strategy's Expected Result/Impact: This initiative is expected to strengthen instructional practices and classroom engagement through aligned professional learning that supports HQIM implementation, small group instruction, and data-driven instructional decision making.

Staff Responsible for Monitoring: Director of Digital Learning

Formative Reviews

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Strategy 2

Embedded Campus Support Cycles: Digital Learning Specialists, including federally funded blended learning specialists, will provide embedded campus support cycles focused on teacher-requested instructional needs, including classroom modeling, co-teaching, small group instructional support, and planning aligned directly to district academic priorities during the 2026-2027 school year. Specialists will support campuses through professional learning, instructional coaching, and implementation support designed to increase effective technology integration and student engagement. Success will be measured through campus support logs, teacher reflections, walkthrough data, and evidence of classroom implementation.

Strategy's Expected Result/Impact: This initiative is expected to increase effective classroom technology integration, student engagement, and aligned instructional practices through embedded coaching, modeling, and campus-based support cycles.

Staff Responsible for Monitoring: Director of Digital Learning

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Strategy 3

Defined Essential Technology Practices: The Digital Learning Department will identify and communicate 4-5 essential instructional technology practices aligned to ECISD instructional expectations by the end of the first nine weeks. This work will include districtwide implementation support and professional learning for instructional tools such as Kami to support student engagement, accessibility, collaboration, and digital workflow practices. Success will be measured through campus walkthrough trends, teacher self-assessments, platform usage data, and administrator feedback.

Strategy's Expected Result/Impact: This initiative is expected to improve consistency in instructional technology implementation by establishing clear districtwide expectations and increasing effective use of digital tools that support engagement, accessibility, and instructional workflow practices.

Staff Responsible for Monitoring: Director of Digital Learning

Formative Reviews

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Performance Objective 25

Establish a Baseline for Understanding Blended Learning in Leadership to gauge the understanding of blended learning and its instructional effects among campus and district leaders, ensure that 100% of the designated leaders complete specialized blended learning training and a feedback survey by November 2026. This will be followed by a perception survey for both campus and leadership in May 2027.

Strategy 1

Redefine Blended Learning Within Core Instruction: Digital Learning leadership will collaborate with Academic Services to redefine blended learning as a support structure for effective instruction rather than a standalone initiative by Spring 2027. This will include updated communication tools, campus messaging, and aligned implementation examples. Success will be measured through administrator understanding surveys and campus participation trends.

Strategy's Expected Result/Impact: This initiative is expected to strengthen campus understanding and implementation of blended learning as an integrated instructional support strategy aligned to district academic priorities and effective classroom practices.

Staff Responsible for Monitoring: Director of Digital Learning

Formative Reviews

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Strategy 2

Campus Showcase & Learning Lab Opportunities: Digital Learning Specialists will coordinate campus showcase opportunities and instructional learning labs highlighting effective blended and technology-supported instructional practices at least once per semester. Success will be measured through participation rates, campus feedback, and replication of practices across campuses.

Strategy's Expected Result/Impact: This initiative is expected to increase the replication of effective instructional technology practices across campuses through collaborative learning opportunities, classroom showcases, and peer-to-peer instructional modeling.

Staff Responsible for Monitoring: Director of Digital Learning

Formative Reviews

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Strategy 3

Data & Impact Monitoring Process: The Digital Learning Department will develop a simplified monitoring process that tracks campus support, instructional implementation trends, and teacher impact stories without requiring formal blended learning designation systems by May 2027.

Success will be measured through support data, campus engagement metrics, and evidence of instructional growth.

Strategy's Expected Result/Impact: This initiative is expected to improve districtwide visibility into instructional technology implementation and campus support needs through consistent monitoring of implementation trends, engagement, and instructional impact.

Staff Responsible for Monitoring: Director of Digital Learning

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Board Goal 5 Culture of Excellence

Performance Objective 1

Increase Single Sign On users for OnDataSuite from 0% to 100% for staff with access to the platform by May 2027.

Evaluation Data Source: OnDataSuite User Audit

Strategy 1

Collaborate with district integration staff and OnDataSuite support to implement single sign on procedures.

Strategy's Expected Result/Impact: Ensure all users have access to OnDataSuite using their district credentials, improve usability, Improve data security.

Staff Responsible for Monitoring: Coordinator of Performance Reporting

Formative Reviews

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Strategy 2

Communicate changes to impacted users.

Strategy's Expected Result/Impact: Ensure all staff understand how to access SSO Accounts.

Staff Responsible for Monitoring: Coordinator of Performance Reporting

Formative Reviews

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Performance Objective 2

Increase iLead implementation trackability from 0% to 100% by May 2027.

Evaluation Data Source: Access Data through Classlink

Strategy 1

100% of campuses will offer professional development to all teachers on iLead implementation.

Strategy's Expected Result/Impact: Students will feel more connected and will develop essential life skills.

Staff Responsible for Monitoring: Coordinator of Student Well Being & Support

Formative Reviews

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Strategy 2

100% of campuses will submit their schedule for students to complete iLead lessons.

Strategy's Expected Result/Impact: Students will feel more connected and will develop essential life skills.

Staff Responsible for Monitoring: Coordinator of Student Well Being & Support

Formative Reviews

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Strategy 3

Each semester, all campus counselors will complete brief, check-ins with staff to track iLead implementation.

Strategy's Expected Result/Impact: Students will feel more connected and will develop essential life skills.

Staff Responsible for Monitoring: Coordinator of Student Well Being & Support

Formative Reviews

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Strategy 4

Campuses will utilize Access to deliver iLead lessons.

Strategy's Expected Result/Impact: Students will feel more connected and will develop essential life skills.

Staff Responsible for Monitoring: Coordinator of Student Well Being & Support

Formative Reviews

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Performance Objective 3

Decrease student cheating incidents during state assessments by 50% during the 2026-2027 school year through proactive training, strengthened monitoring procedures, and student support systems.

Evaluation Data Source: Irregularity Tracking Form, TIDE

Strategy 1

Implement a districtwide student testing integrity campaign prior to each testing window. Campuses should review testing expectations, prohibited behaviors, and consequences for cheating with all students before assessments begin. This may include student acknowledgment forms, campus announcements, and parent communication. Reinforcing expectations consistently across campuses can help reduce impulsive decisions tied to testing pressure.

Strategy's Expected Result/Impact: Increased student awareness and accountability regarding testing expectations, leading to a reduction in cheating incidents and testing irregularities during state assessments. By consistently communicating prohibited behaviors, consequences, and testing expectations across all campuses, students are better prepared to make appropriate decisions during testing situations. Parent communication and student acknowledgment processes also strengthen shared responsibility between campuses, students, and families. Overall, the strategy supports improved test security, protects the validity of assessment results, and promotes a culture of academic integrity across the district.

Staff Responsible for Monitoring: Director of Assessment and Coordinator of Assessment

Formative Reviews

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Strategy 2

Ensure test training for test administrators and hall monitors incudes active monitoring, recognizing suspicious behaviors, and preventing electronic device use during testing. Campuses should strengthen device collection procedures before testing begins and ensure "No Electronic Devices" signage is visibly posted in all testing areas. Increased monitoring visibility and consistent enforcement of procedures will help deter cheating incidents.

Strategy's Expected Result/Impact: Reduction in testing irregularities related to cheating, electronic device use, and monitoring errors during state assessments. Strengthening training for test administrators and hall monitors increases staff awareness of active monitoring expectations and improves their ability to recognize and respond to suspicious behaviors in real time. Enhanced device collection procedures and visible signage reinforce testing expectations for students and create a more secure testing environment. Consistent implementation across campuses helps deter misconduct, strengthens test security compliance, and protects the integrity and validity of assessment results.

Staff Responsible for Monitoring: Director of Assessment and Coordinator of Assessment

Formative Reviews

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Strategy 3

Work with campuses to implement strategies that reduce student stress and anxiety surrounding state assessments. This may include providing students with clear testing routines, access to academic interventions prior to testing, encouragement messaging, and social-emotional supports. Campuses should emphasize student growth and effort rather than high-pressure consequences tied to assessment performance. Reducing the perceived pressure to perform may decrease the likelihood of students engaging in cheating behaviors.

Strategy's Expected Result/Impact: Improved student confidence and reduced testing anxiety, which can lead to fewer cheating incidents and stronger student engagement during state assessments. By creating supportive testing environments, providing academic and social-emotional supports, and emphasizing growth over high-pressure outcomes, campuses can help students feel more prepared and less overwhelmed during testing. Clear routines and positive messaging also promote a calmer testing atmosphere and encourage students to approach assessments with integrity. Overall, this strategy supports student well-being while strengthening test security and maintaining the validity of assessment results.

Staff Responsible for Monitoring: Director of Assessment & Coordinator of Assessment

Formative Reviews

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Performance Objective 4

Increase family participation in Choice School navigation and support opportunities from 1 to 3 district-supported engagement opportunities for all interested families by May 2027.

Evaluation Data Source: Advertising data, Choice Expo Counter, Number of Campus Events held

Strategy 1

Implement coordinated communication, outreach events, and campus engagement opportunities

to increase family awareness and participation in ECISD Choice Programs.

Strategy's Expected Result/Impact: Families will have increased awareness of ECISD Choice Program opportunities and greater access to engagement and support resources, leading to stronger participation, more informed enrollment decisions, and improved access to programs aligned to student needs and interests.

Staff Responsible for Monitoring: Director of Partnerships & School Choice

Formative Reviews

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Strategy 2

Collaborate across departments and campuses to improve application systems, communication processes, and personalized support for families throughout the Choice enrollment cycle.

Strategy's Expected Result/Impact: Improved collaboration across departments and campuses will create a more consistent, accessible, and family-centered enrollment experience, resulting in clearer communication, reduced barriers to participation, and stronger support for families throughout the Choice process.

Staff Responsible for Monitoring: Director of Partnerships & School Choice

Formative Reviews

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Performance Objective 5

Increase the number of elementary campuses where counselors meet the expectation of spending at least 25% of their time on guidance curriculum from 28% to 50% by May 2027.

Evaluation Data Source: Counselor 80/20 Tracking Form

Strategy 1

Provide training for Principals on the roles and responsibilities of Professional School Counselors.

Strategy's Expected Result/Impact: Principals will understand how to utilize school counselors in alignment with TEC 33.006, which requires counselors to spend at least 80% of their time on counseling duties.

Staff Responsible for Monitoring: Director of Guidance and Counseling

Formative Reviews

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Strategy 2

Provide Principals with quarterly updates of their Professional School Counselors' time spent on Guidance Curriculum.

Strategy's Expected Result/Impact: Principals will stay informed on how they are utilizing their school counselors in alignment with TEC 33.006, which requires counselors to spend at least 80% of their time on counseling duties.

Staff Responsible for Monitoring: Director of Guidance and Counseling

Formative Reviews

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Performance Objective 6

Decrease outdated and underutilized SQL reports from the current inventory baseline by 20% for district end users by May 2027 through the transition to the new domain-focused SQL Server environment and the removal of obsolete reports related to staffing, SIS, or process changes.

Evaluation Data Source: Focus, Munis

Strategy 1

Conduct a districtwide audit of existing SQL reports to identify outdated, duplicate, underutilized, or unsupported reports based on usage data, ownership, and business need.

Strategy's Expected Result/Impact: The expected result of this strategy is improved data accuracy, greater user confidence in reports, and more effective data-driven decision-making across the district, as a larger share of Student SQL reports are reviewed, validated, and aligned with current needs.

Staff Responsible for Monitoring: Data Coordinator, IS Business Manager, Director of Information Systems and Chief Technology Officer

Formative Reviews

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Strategy 2

Implement report usage monitoring and scheduled annual reviews to ensure inactive or obsolete reports are identified and removed on an ongoing basis.

Strategy's Expected Result/Impact: The expected result of this strategy is improved data accuracy, greater user confidence in reports, and more effective data-driven decision-making across the district, as a larger share of Student SQL reports are reviewed, validated, and aligned with current needs.

Staff Responsible for Monitoring: Data Coordinator, IS Business Manager, Director of Information Systems and Chief Technology Officer

Formative Reviews

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Strategy 3

Transition high-use reports into the new domain-focused SQL Server structure to improve organization, standardization, and end-user accessibility.

Strategy's Expected Result/Impact: The expected result of this strategy is improved data accuracy, greater user confidence in reports, and more effective data-driven decision-making across the district, as a larger share of Student SQL reports are reviewed, validated, and aligned with current needs.

Staff Responsible for Monitoring: Data Coordinator, IS Business Manager, Director of Information Systems and Chief Technology Officer

Formative Reviews

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Performance Objective 7

Increase attendance for all Information Systems training sessions (virtual or in-person) from 55% to 65% for district staff by May 2027 through improved communication, scheduling, and targeted training support.

Evaluation Data Source: Eduphoria, Microsoft

Strategy 1

Gather participant feedback after training sessions to identify barriers to attendance and improve future training effectiveness and engagement through QR codes.

Strategy's Expected Result/Impact: Improved attendance and participation in Information Systems training sessions will increase staff knowledge, confidence, and consistency in district processes and systems. This will support more accurate data entry, reduce user errors, improve operational efficiency, and strengthen collaboration and support across departments and campuses.

Staff Responsible for Monitoring: Director of Information Systems, Chief Technology Officer

Formative Reviews

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Strategy 2

Offer multiple training session formats and times, including virtual and recorded options when appropriate, to increase accessibility for staff.

Strategy's Expected Result/Impact: Improved attendance and participation in Information Systems training sessions will increase staff knowledge, confidence, and consistency in district processes and systems. This will support more accurate data entry, reduce user errors, improve operational efficiency, and strengthen collaboration and support across departments and campuses.

Staff Responsible for Monitoring: Director of Information Systems, Chief Technology Officer

Formative Reviews

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Strategy 3

Partner with campus and department leadership to monitor attendance expectations and ensure staff participation in required trainings.

Strategy's Expected Result/Impact: Improved attendance and participation in Information Systems training sessions will increase staff knowledge, confidence, and consistency in district processes and systems. This will support more accurate data entry, reduce user errors, improve operational efficiency, and strengthen collaboration and support across departments and campuses.

Staff Responsible for Monitoring: Director of Information Systems, Chief Technology Officer

Formative Reviews

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Strategy 4

Establish a designated location to publish and maintain the Information Systems training

calendar in real time, allowing departments and campuses adequate advance notice to plan for staff attendance.

Strategy's Expected Result/Impact: Improved attendance and participation in Information Systems training sessions will increase staff knowledge, confidence, and consistency in district processes and systems. This will support more accurate data entry, reduce user errors, improve operational efficiency, and strengthen collaboration and support across departments and campuses.

Staff Responsible for Monitoring: Director of Information Systems, Chief Technology Officer

Formative Reviews

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Performance Objective 8

Decrease the teacher and staff turnover rate as noted by Munis reports by 1.5% by June 2027.

Evaluation Data Source: ECISD Munis reports, TAPR report, Exit survey data

Strategy 1 ☑ Results Driven Accountability

Incorporate a new Entrance and Exit Survey and share data results with cabinet members on a quarterly basis.

Strategy's Expected Result/Impact: Reduction in employee dissatisfaction and improve retention rates.

Staff Responsible for Monitoring: Exec. Dir of HR

Formative Reviews

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Strategy 2 ☑ Results Driven Accountability

Review and update job descriptions to ensure employee and employer performance expectations are aligned.

Strategy's Expected Result/Impact: Reduction in employee dissatisfaction and improve retention rates.

Staff Responsible for Monitoring: Exec. Dir of HR

Formative Reviews

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Performance Objective 9

Increase Campus Testing Coordinator engagement and confidence in using assessment platforms by expanding practical application opportunities during assessment trainings and ongoing support sessions by May 2027.

Evaluation Data Source: CTC Support/Help Form

Strategy 1

Redesign assessment trainings to include dedicated hands-on work sessions within Cambium, TestHound, and other testing platforms. Trainings should provide Campus Testing Coordinators (CTCs) with guided opportunities to complete real-world tasks such as creating sessions, uploading accommodations, assigning students, running reports, and troubleshooting common issues. Increasing practical application time will improve confidence and engagement with assessment systems.

Strategy's Expected Result/Impact: Increased Campus Testing Coordinator (CTC) confidence, accuracy, and efficiency in managing assessment processes and testing platforms. Providing hands-on training opportunities within Cambium, TestHound, and related systems allows CTCs to practice critical tasks in a guided environment, improving their ability to independently complete testing responsibilities and troubleshoot issues before testing windows begin. Increased familiarity with assessment systems is expected to reduce user errors, improve accommodations and student assignment accuracy, and strengthen overall testing readiness across campuses. Ultimately, this strategy supports smoother test administrations, improved compliance, and a reduction in testing irregularities related to system or procedural errors.

Staff Responsible for Monitoring: Director of Assessment and Coordinator of Assessment

Formative Reviews

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Strategy 2

Develop interactive training activities that simulate actual testing situations and common campus challenges. CTCs should practice responding to realistic scenarios such as enrollment changes, accommodation uploads, missing students, irregularities, and testing day troubleshooting within the platforms. Incorporating collaborative problem-solving, mock testing setups, and "practice labs" will make trainings more engaging while strengthening platform proficiency.

Strategy's Expected Result/Impact: Improved preparedness, problem-solving skills, and platform proficiency among Campus Testing Coordinators (CTCs) during state assessment administrations. By engaging in realistic simulations and hands-on practice scenarios, CTCs gain experience responding to common testing challenges before live administrations occur. Interactive activities and collaborative troubleshooting strengthen understanding of testing procedures, increase confidence in using assessment platforms, and improve decision-making during high-pressure situations. Ultimately, this approach is expected to reduce testing errors and irregularities, improve campus readiness, and support smoother, more compliant testing administrations districtwide.

Staff Responsible for Monitoring: Director Assessment & Coordinator of Assessment

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Strategy 3

Establish recurring optional support sessions, virtual office hours, and short refresher workshops throughout the school year focused specifically on platform use rather than compliance updates. These sessions can allow CTCs to ask questions, practice processes, and receive individualized support prior to major testing windows. Providing continuous opportunities for engagement with assessment platforms will help build long-term confidence and reduce training fatigue.

Strategy's Expected Result/Impact: Increased long-term confidence, consistency, and proficiency among Campus Testing Coordinators (CTCs) in using assessment platforms throughout the school year. Recurring support sessions, virtual office hours, and refresher workshops provide ongoing opportunities for CTCs to practice processes, ask questions, and receive individualized assistance prior to major testing windows. Focusing these sessions on platform functionality rather than compliance updates helps reduce training fatigue while reinforcing critical operational skills in Cambium, TestHound, and related systems. Ultimately, continuous support and engagement are expected to improve campus readiness, reduce user errors and testing irregularities, and strengthen the overall efficiency of state assessment administration.

Staff Responsible for Monitoring: Director of Assessment and Coordinator of Assessment

Formative Reviews

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Performance Objective 10

Increase District wide connectedness from 55% to 57% by the end of May 2027.

Evaluation Data Source: Panorama Survey

Strategy 1

Panorama surveys will be administered 2 times per year with a goal of 95% participation rate in grades 3-12.

Strategy's Expected Result/Impact: Identify trends in student connectedness and target areas of need.

Staff Responsible for Monitoring: Coordinator of Student Well Being & Support

Formative Reviews

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Strategy 2

100% of campuses will submit a plan for campus culture building for students and staff in the Fall and Spring.

Strategy's Expected Result/Impact: Identify trends in student connectedness and target areas of need.

Staff Responsible for Monitoring: Coordinator of Student Well Being & Support

Formative Reviews

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Strategy 3

Provide ongoing professional learning opportunities to all staff with strategies that support student well-being and positive culture.

Strategy's Expected Result/Impact: Identify trends in student connectedness and target areas of need.

Staff Responsible for Monitoring: Coordinator of Student Well Being & Support

Formative Reviews

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Performance Objective 11

100% of campuses will provide a safe and supportive environment by May 2027

Evaluation Data Source: Safe Schools Training
Training Sign-In Sheets

Strategy 1

100% of staff will receive awareness training about child abuse/maltreatment of children and sex trafficking, Suicide Prevention education, harassment, and dating violence through SafeSchools and face-to-face instruction concerning child abuse reporting requirements, suicide prevention protocols, and ECISD-specific procedures by Professional School Counselors and SAS Counselors. Required child abuse awareness posters for students and staff will be displayed on all campuses.

Strategy's Expected Result/Impact: Improved staff knowledge and implementation of student safety, reporting, and prevention procedures to support early intervention and student well-being.

Staff Responsible for Monitoring: Director of Guidance and Counseling

Formative Reviews

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Strategy 2

Utilizing the Legal Essentials checklist and the required providers, 100% of campuses will provide guidance curriculum to students in the following areas: anti-bullying, character education, child abuse, college and career planning/advising, conflict resolution, cyberbullying, dating violence/ violence prevention, drop-out prevention, human trafficking, mental health and warning signs, substance abuse, suicide prevention, decision-making, self-efficacy, and other student wellbeing topics.

Strategy's Expected Result/Impact: Students will receive consistent, comprehensive guidance instruction focused on safety, wellness, social-emotional development, and college/career readiness, resulting in increased student awareness, protective factors, help-seeking behaviors, and overall student well-being.

Staff Responsible for Monitoring: Director of Guidance and Counseling

Formative Reviews

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Strategy 3

100% of school staff will receive Trauma and Grief Informed Classroom and Educator Wellness training from the Professional School Counselor/SAS counselor or through Vector trainings.

Strategy's Expected Result/Impact: Staff will demonstrate increased awareness and understanding of trauma, grief, and educator wellness practices, leading to more supportive learning environments, improved responses to student needs, and strengthened staff capacity to support student well-being.

Staff Responsible for Monitoring: Director of Guidance and Counseling

Formative Reviews

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Strategy 4

Through the utilization of the Student Handbook and through Parent Engagement Nights, parent awareness will be provided in the areas of suicide prevention and notification procedures, sex abuse, sex trafficking, and other maltreatment of children, trauma-informed care, and counseling services available.

Staff Responsible for Monitoring: Director of Guidance and Counseling

Formative Reviews

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Performance Objective 12

Decrease Campus Testing Coordinator support requests related to student access and enrollment issues by 50% through improved system integrations, proactive enrollment verification processes, and enhanced campus training and support resources by May 2027.

Evaluation Data Source: CTC Support/Help Form

Strategy 1

Collaborate with Technology and Student Information Systems teams to improve the integration process between Focus and assessment platforms by increasing the frequency of enrollment syncs twice a day during testing windows. Moving from daily manual pulls to scheduled updates will reduce delays in adding newly enrolled students and removing withdrawn students, minimizing the need for Campus Testing Coordinators (CTCs) to submit support requests.

Strategy's Expected Result/Impact: Improved accuracy and timeliness of student enrollment data within assessment platforms during testing windows. Increasing enrollment syncs between Focus and assessment systems to twice daily will reduce delays in adding newly enrolled students and removing withdrawn students, ensuring campuses have more current and reliable testing rosters. This enhanced integration process is expected to minimize manual corrections and reduce the number of support requests submitted by Campus Testing Coordinators (CTCs). Ultimately, the strategy supports smoother testing operations, increased efficiency, and fewer testing issues related to student enrollment and eligibility updates.

Staff Responsible for Monitoring: Director of Assessment & Coordinator of Assessment

Formative Reviews

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Strategy 2

Develop a standardized campus verification process requiring campuses to review enrollment and testing platform rosters multiple times prior to major testing windows. Provide campuses with enrollment verification reports and clear deadlines for identifying missing students. Early identification and correction of enrollment discrepancies will reduce last-minute support requests and improve testing readiness.

Strategy's Expected Result/Impact: Improved testing readiness and increased accuracy of student enrollment data prior to state assessment administrations. Implementing a standardized campus verification process and requiring multiple roster reviews before testing windows will help campuses identify and correct missing or incorrect student records earlier in the process. Providing enrollment verification reports and clear deadlines strengthens campus accountability and promotes proactive problem-solving. As a result, the district can expect fewer last-minute support requests, reduced enrollment-related testing issues, and smoother, more efficient testing operations during state assessment windows.

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Strategy 3

Create focused training sessions and quick-reference guides for CTCs on student enrollment processes, common access issues, and troubleshooting procedures within Cambium and related platforms. Establish self-service tools or FAQs that allow campuses to resolve minor access issues independently when appropriate. Increasing CTC understanding of enrollment workflows will reduce unnecessary support tickets and improve response efficiency.

Strategy's Expected Result/Impact: Increased Campus Testing Coordinator (CTC) independence and improved efficiency in resolving enrollment and platform access issues during testing windows. Focused training sessions, quick-reference guides, and self-service troubleshooting tools will strengthen CTC understanding of enrollment workflows and common system issues within Cambium and related platforms. Providing campuses with the resources to independently address minor problems will reduce unnecessary support tickets and allow the Assessment Department to focus on higher-level testing concerns. Ultimately, this strategy supports faster issue resolution, improved testing readiness, and smoother administration of state assessments across the district.

Staff Responsible for Monitoring: Director of Assessment and Coordinator of Assessment

Formative Reviews

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Performance Objective 13

Increase the campus participation in Family Engagement opportunities from 33% to 40% by May 2027.

Evaluation Data Source: In 25-26, the department engaged with 33% of district campuses through the T3 Family Engagement Meetings.

Strategy 1 ☑ Results Driven Accountability

Support campuses serving Emergent Bilingual (EB) students by facilitating TEA T3 Family Engagement Meetings for families throughout the school year and the English Language Development Academy for parents.

Strategy's Expected Result/Impact: Increase Family Engagement for EB students

Staff Responsible for Monitoring: Bil/ESL/Migrant Executive Director

Funding Sources: Title Three Bilingual/ ESL, $135,000

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Performance Objective 14

Increase the implementation of the Comprehensive School Counseling Program (CSCP) District framework from 50% to 80% by May 2027

Evaluation Data Source: Counselor 80/20 Tracking Form
Guidance Lesson implementation tracking

Strategy 1

The District will maintain a CSCP committee, which will meet monthly (10 times) to develop the CSCP

Strategy's Expected Result/Impact: Informed decisions will be made with input from multiple stakeholders regarding the needs of the district, and specifically, the Comprehensive School Counseling Program.

Staff Responsible for Monitoring: Director of Guidance and Counseling

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Strategy 2

2 District-required guidance lessons will be provided to each grade level. District lessons will pertain to academics, attendance and/or behavior. Each District lesson will have a pre/post test and Professional School Counselors will provide data to the Campus Leadership teams.

Strategy's Expected Result/Impact: District guidance lessons and associated data analysis will support improved student outcomes related to academics, attendance, and behavior through targeted instruction and progress monitoring

Staff Responsible for Monitoring: Director of Guidance and Counseling

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Performance Objective 15

Increase the percentage of students receiving MTSS Behavior plans to 20% districtwide during the 2026-2027 school year through strengthened identification processes, Tier 2 behavior interventions, and consistent campus implementation of MTSS Behavior supports.

Evaluation Data Source: FOCUS fidelity checks, Focus PMP Plans

Strategy 1 ☑ Results Driven Accountability

Assign three district behavior specialists to support all campuses, with a focus on the degree of support required. High-needs campuses will receive bi-weekly on-site support, totaling 18 campus visits over the 2025-2026 school year, to strengthen MTSS-Behavior implementation and intervention fidelity.

Strategy's Expected Result/Impact: Increased consistency and fidelity of MTSS-Behavior implementation across campuses through targeted coaching, on-site support, and ongoing problem-solving assistance. High-needs campuses will strengthen behavior intervention practices, data-driven decision-making, and Tier 1 and Tier 2 behavior systems aligned with district expectations.

Staff Responsible for Monitoring: MTSS Behavior Coordinator

Funding Sources: Coordinator and Specialist Positions IDEA-B, $210,000

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Strategy 2

Monitor district-level data related to MTSS Behavior referral plans and documentation practices to identify trends, implementation gaps, and campus needs. Use data findings to provide targeted coaching, technical assistance, and individualized support to campuses demonstrating low implementation fidelity or poor documentation rates in order to strengthen compliance, intervention quality, and consistency in MTSS Behavior practices across the district.

Strategy's Expected Result/Impact: Increased consistency, compliance, and quality of MTSS Behavior implementation across the district through ongoing data monitoring, targeted coaching, and individualized campus support. Campuses will strengthen behavior documentation practices, intervention fidelity, and data-driven problem-solving processes aligned with district expectations.

Staff Responsible for Monitoring: MTSS Behavior Coordinator

Funding Sources: FOCUS MTSS MODULE State Comp Ed, $33,000

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Performance Objective 16

100% of ECISD Emergent Tree campuses demonstrate inconsistent implementation of Tier 1 behavior practices, resulting in variability in campus-wide expectations, student behavior supports, staff responses to behavior, and overall fidelity of the district's Tier 1 behavior framework.

Evaluation Data Source: District Discipline and Referral Data; ET data

Strategy 1 ☑ Results Driven Accountability

Continue scaling and strengthening Tier 1 behavior practices across all 14 Cohort 1 Emergent Tree campuses during the 2026-2027 school year through ongoing professional learning, coaching, and implementation support. Supports will include three in-person trainings, two virtual coaching sessions, and two on-site coaching visits focused on improving Tier 1 fidelity, campus-wide behavior systems, and consistent implementation of Emergent Tree practices. Three MTSS Behavior Specialists will provide personalized coaching, data review, and targeted support for each campus within the cohort to address individual campus needs and strengthen long-term sustainability of Tier 1 behavior systems.

Strategy's Expected Result/Impact: Increased Tier 1 behavior implementation fidelity and long-term sustainability across all Cohort 1 Emergent Tree campuses through ongoing coaching, professional learning, and targeted campus support. Campuses will strengthen campus-wide behavior systems, improve consistency in Tier 1 practices, and enhance data-driven behavior problem-solving aligned with district MTSS Behavior expectations.

Staff Responsible for Monitoring: MTSS Behavior Coordinator

Funding Sources: Emergent Tree Framework IDEA-B, $30,000

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Strategy 2 ☑ Results Driven Accountability

Begin piloting Emergent Tree Tier 1 behavior practices at 15 additional campuses during the 2026-2027 school year. Supports will include three in-person trainings, two virtual coaching sessions, and two on-site coaching visits focused on improving Tier 1 fidelity, campus-wide behavior systems, and consistent implementation of Emergent Tree practices. Three MTSS Behavior Specialists will provide personalized coaching, data review, and targeted support for each campus within the cohort to address individual campus needs and strengthen long-term sustainability of Tier 1 behavior systems.

Strategy's Expected Result/Impact: Increased district capacity and consistency in Tier 1 behavior implementation through the expansion of Emergent Tree practices to 15 additional campuses. Campuses will strengthen campus-wide behavior systems, improve Tier 1 implementation fidelity, and build sustainable, data-driven behavior support practices through ongoing coaching, professional learning, and targeted MTSS Behavior support.

Staff Responsible for Monitoring: MTSS Behavior Coordinator

Funding Sources: Emergent Tree Framework IDEA-B, $254,000

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Performance Objective 17

Decrease expenditures by 20% through budget process while also staying within budget throughout the year. Living within our means.

Evaluation Data Source: Tyler Munis - ERP

Strategy 1 ☑ Results Driven Accountability

Reduce FY25-26 expenditures for year end closeout to decrease deficit and maintain fund balance.

Strategy's Expected Result/Impact: Reduced FY25-26 year-end expenditures, resulting in a decreased projected deficit and improved fund balance position.

Staff Responsible for Monitoring: Director of Accounting & Finance, Assistant Director of Accounting, Assistant Director of Finance, Director of Purchasing

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Strategy 2 ☑ Results Driven Accountability

Decreased nonpayroll budget by 15% through the Zero-Based Budget process for FY26-27

Strategy's Expected Result/Impact: Achieve a districtwide 15% reduction in non-payroll budgets for FY26-27, aligning expenditures with projected revenue and improving financial sustainability.

Staff Responsible for Monitoring: Director of Accounting & Finance, Assistant Director of Accounting, Assistant Director of Finance, and Director of Purchasing

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Strategy 3

Throughout FY27, work to maintain or reduce budgeted expenditures in GF. Utilize other funding sources if applicable.

Strategy's Expected Result/Impact: Maintain or further reduce General Fund expenditures throughout FY26-27, minimizing budget variance and increasing use of alternative funding sources to offset operating costs.

Staff Responsible for Monitoring: Director of Accounting & Finance, Assistant Director of Accounting, Assistant Director of Finance, and Director of Purchasing

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Performance Objective 18

By the end of the 2026-2027 school year, ECISD will pilot the Family Engagement Framework at five (5) schools that participated in the committee work. To include necessary profession learning for leaders and family liaisons, and the development of forms, guides, and surveys.

Evaluation Data Source: Data tracked internally by the Development Office

Strategy 1

The family engagement committee will remain intact to meet a minimum of three times during the year 2026-2027 to refine and revise the plan as needed.

Strategy's Expected Result/Impact: We would expect the engagement committee to monitor the implementation of the pilot program. Oversee, monitor and play a role in the review of award. The execution of the award and the distribution of the end of year survey. Review and evaluate all steps before it scaled districtwide.

Staff Responsible for Monitoring: Development Director

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Strategy 2

Pilot a monthly award to 5 schools to recognize and reward employees who demonstrate high levels of meeting the needs of students and families.

Strategy's Expected Result/Impact: Improved morale across campus members and stronger allegiance amongst families. Measuring instrument will be Panorama Survey.

Staff Responsible for Monitoring: Development Director

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Strategy 3

Work with panorama to develop a parent satisfaction survey to be given at the end of 2026-2027 school year.

Strategy's Expected Result/Impact: To establish a baseline of parental engagement and use this survey annually to set goals.

Staff Responsible for Monitoring: Development Director

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Performance Objective 19

The Athletic Department will reduce turnover among coaches with 0-2 years of experience by 4% by May 2027.

Evaluation Data Source: Staff Retention Tracking, and Feedback Surveys

Strategy 1

New Coaches Professional Development 1/2 Day Session to welcome, connect, and ensure alignment with "The ECISD Way"

Strategy's Expected Result/Impact: The expected result of this strategy is to build strong relationships, establish clear expectations, and ensure all new coaches are aligned with the values, culture, and operational standards of "The ECISD Way."

Staff Responsible for Monitoring: Athletic Department with support from Talent Development in PD Planning

Formative Reviews

October	January	March	May

Strategy 2

Quarterly New Coaches Check-Ins, as well as monthly teacher feedback and support surveys

Strategy's Expected Result/Impact: The expected result of this strategy is to provide ongoing support, improve communication and accountability, and promote the successful transition, growth, and retention of new coaches within ECISD Athletics.

Staff Responsible for Monitoring: Athletic Department with Shared Data to Athletic Coordinators

Formative Reviews

October	January	March	May

Strategy 3

0-1 Coaches Academy: 4 sessions, 2 per semester, targeted at supporting new coaches with skills, knowledge, and effective strategies to be successful in coaching and education

Strategy's Expected Result/Impact: The expected result of this strategy is to equip first- and second-year coaches with the knowledge, skills, support, and confidence needed to be successful educators, leaders, and representatives of ECISD Athletics.

Staff Responsible for Monitoring: Athletic Department with support of campus athletic staff

Formative Reviews

October	January	March	May

Strategy 4

Continued Growth Opportunities: Provide every Head Coach at the High School level with the opportunity to attend a Professional Development Clinic that would benefit them in their role.

Strategy's Expected Result/Impact: The expected result of this strategy is to enhance leadership capacity, professional growth, and program effectiveness by providing high school head coaches with meaningful professional development opportunities that support success in their roles.

Staff Responsible for Monitoring: Athletic Department with support from Title IV Funding

Funding Sources: Title IV, $12,000

Formative Reviews

October	January	March	May

Performance Objective 20

Decrease the percentage of technology support problem tickets that are device damage/repair-related from 71.8% to 60.0% for ECISD student and staff devices by May 2027.

Evaluation Data Source: GetHelp / help desk problem ticket reporting.

Strategy 1

Implement a consistent device-care readiness process for both students and staff by delivering a short device handling/care training module and requiring a student/parent (and staff, when applicable) acknowledgement/sign-off prior to device issuance, so expectations are clearly communicated and reinforced before devices leave inventory.

Strategy's Expected Result/Impact: Clear, consistently reinforced expectations before devices leave inventory, reducing preventable handling-related damage and repeat repairs.

Staff Responsible for Monitoring: Technology Support

Formative Reviews

October	January	March	May

Strategy 2

Strengthen tracking and decision-making by ensuring required asset tag / device identifier fields are present and captured so damage/repair tickets can be reliably tied to specific devices, and apply consistent ticket categorization to better identify patterns (damage types, locations, contributing workflow issues) and focus prevention efforts where they will reduce damage-related ticket volume most.

Strategy's Expected Result/Impact: More accurate, actionable reporting on device damage drivers (by device/campus/category), enabling targeted interventions that reduce the share of damage/repair tickets over time.

Staff Responsible for Monitoring: Technology Support

Formative Reviews

October	January	March	May

Strategy 3

Reduce repeat incidents and downtime by developing and deploying a unified technician training packet and standardized procedures (so repairs and triage are handled consistently across supervisors/teams), and by improving warranty awareness/routing to ensure eligible repairs move through the correct process quickly--especially as warranty and pricing pressures increase.

Strategy's Expected Result/Impact: More consistent repair outcomes and fewer repeat repairs due to standardized troubleshooting/repair procedures and training across teams.

Staff Responsible for Monitoring: Technology Support

Formative Reviews

October	January	March	May

Performance Objective 21

Decrease annual employee turnover in the ECISD Police Department from 9% to 5% by August 2027 while maintaining staffing stability.

Evaluation Data Source: Staffing reports, vacancy reports, applicant tracking data, turnover data, overtime reports

Strategy 1

Continue aggressive recruitment efforts to immediately fill vacant positions with qualified candidates.

Strategy's Expected Result/Impact: Maintain 100% staffing to meet state mandate.

Staff Responsible for Monitoring: Chief of Police

Formative Reviews

October	January	March	May

Strategy 2

Expand employee recognition, wellness, peer support, and morale initiatives to improve retention.

Strategy's Expected Result/Impact: To maintain officers within the department ensuring knowledge and experience of each officer continues to grow and provide better service to all stakeholders.

Staff Responsible for Monitoring: Captain

Formative Reviews

October	January	March	May

Strategy 3

Conduct ongoing salary and benefits comparisons with regional law enforcement agencies to remain competitive.

Strategy's Expected Result/Impact: Maintain retention of experienced officer and lower cost of replacing and training new inexperienced officers.

Staff Responsible for Monitoring: Chief of Police

Formative Reviews

October	January	March	May

Strategy 4

Provide all resources and materials to safely equip all ECISD police officers. Provide training on all resources and materials to ensure officers' overall safety and well-being.

Strategy's Expected Result/Impact: Provice modern equipment that will protect and assist officers in safety and quality of service delivered.

Staff Responsible for Monitoring: Captain

Funding Sources: Body cameras, vehicle cameras, and staff training. State Grant, $310,000

Formative Reviews

October	January	March	May

Strategy 5

Additional staffing will provide consistent support to campus administrators and staff.

Strategy's Expected Result/Impact: Employee satisfaction rate will improve.

Staff Responsible for Monitoring: Chief of Police

Formative Reviews

October	January	March	May

Performance Objective 22

Increase Effectiveness and Efficiencies in District Operations to 100% of the departments will demonstrate improvements in effectiveness and efficiency by May 2026.

Evaluation Data Source: ECISD generated monitoring tools -ECISD Operations Department Goal Progress Monitoring Document and
Operations SMART Goals 2026-2027.

Strategy 1

Gather and desegregate the data collected from August 2026-May 2027 to create a baseline for each division within Operations. Criteria will be developed to test the baseline information used for implementation and monitoring from June 2027- December 2027. Any adjustments and additional Goals/KPI's will be added to better refine the SMART Goal of Effectiveness and Efficiency.

Strategy's Expected Result/Impact: All divisions will be able to capture and use data to ensure effectiveness and efficiency improvement throughout the year. We will use three areas of focus that will ensure success, Effectiveness/Efficiency, Communication, and Leadership.

Staff Responsible for Monitoring: Executive Director of Operations

Funding Sources: General Local Funding Local, , Bond Funding Bond Funds,

Formative Reviews

October **January** **March** **May**

Performance Objective 23

Review Long Range Master Facility Plan (LRFMP) created by PBK by July 2027 and establish a functioning, LRFMP committee by September 2027.

Evaluation Data Source: Updated Facility Condition Assessment, Updated Demographic Study, Updated Educational Specifications

Strategy 1

Director of Operations, Executive Director, and Chief of Operations will meet twice per month to work through the document. During the meetings we will gather information and write down any questions that arise. We will also consider our current bond program and cross check P1P2 against the LRMFP 2017-2027, the document was published in October 2017.

Strategy's Expected Result/Impact: Over the 60 days we will review the document and research any historical documents that may be in place. Then we will inform Cabinet on any findings that moves the district in the direction laid out in the document.

Staff Responsible for Monitoring: ED of Operations

Formative Reviews

October **January** **March** **May**

Strategy 2

Establish a LRFMP to develop criteria for next steps in developing a long-range plan.

Strategy's Expected Result/Impact: A clearer focus will be established with regard to long range facility planning. The plan will align with the new, strategic plan for the District.

Staff Responsible for Monitoring: Operations Directors, Executive Director, Chief of Operations

Funding Sources: local funds for facility condition assessment, demographic study Local,

Formative Reviews

October **January** **March** **May**

Performance Objective 24

Increase awareness of district data systems from an unknown percentage to 80% by May of 2026.

Evaluation Data Source: ODS

Strategy 1

Implement and administer a staff data access survey to understand how, when, and where staff across roles (district and campus) access data, for what purposes, and with what level of fidelity. Administer survey at BOY and EOY to determine growth.

Strategy's Expected Result/Impact: Use the survey to determine current levels and next steps.

Staff Responsible for Monitoring: Coordinator of Performance Reporting

Formative Reviews

October	January	March	May

Strategy 2

Establish a "source of truth" and data purposes document for various data sources and common metrics within the district. Disseminate the document to district and campus leaders to improve data access.

Strategy's Expected Result/Impact: To improve data access in the district.

Staff Responsible for Monitoring: Coordinator of Performance Reporting

Formative Reviews

October	January	March	May

Strategy 3

Create a data literacy inventory to determine levels and needs across data literacy domains and competencies. Administer data literacy inventory once by EOY 26-27.

Strategy's Expected Result/Impact: Improve data literacy in the district.

Staff Responsible for Monitoring: Coordinator of Performance Reporting

Formative Reviews

October	January	March	May

Strategy 4

Evaluate existing data systems for duplicated efforts, compliance, and recommendations for removal or new needs by January 2027 in time for district budgeting processes.

Strategy's Expected Result/Impact: Reduce duplicated efforts and spending.

Staff Responsible for Monitoring: Coordinator of Performance Reporting

Formative Reviews

October	January	March	May

Strategy 5

Audit data system users to determine who has access and who needs access to ensure data is accessible to decision makers and interventionists to best support campuses and student learning outcomes.

Strategy's Expected Result/Impact: Streamline district access.

Staff Responsible for Monitoring: Coordinator of Performance Reporting

Formative Reviews

October	January	March	May

Performance Objective 25

Discipline management, including unwanted physical or verbal aggression and sexual harassment.

Evaluation Data Source: Discipline referrals that focus on fights, bullying reports, and sexual harassment incidents. Climate survey results regarding safety and respect.

Strategy 1

Provide annual training for all staff on behavior management, de-escalation strategies, Title IX requirements, bullying prevention, trauma-informed practices, and mandatory reporting procedures.

Strategy's Expected Result/Impact: Reduction in office discipline referrals, fights, bullying reports, and sexual harassment incidents

Staff Responsible for Monitoring: Campus Administration, EDL

Formative Reviews

October	January	March	May

Strategy 2

Monitor discipline data monthly to identify trends, disproportionality, repeat behaviors, and campuses/students needing additional support

Strategy's Expected Result/Impact: Reduction in repeat behavior incidents among identified students

Staff Responsible for Monitoring: Campus administration, EDL

Formative Reviews

October	January	March	May

Performance Objective 26

Increase visibility and awareness of the roles and responsibilities of peace officers for students, staff, counselors, and parents across secondary campuses by the end of the 2025-2026 school year.

Evaluation Data Source: District collected data, monthly threat assessment meeting data

Strategy 1

Continue maintaining and updating information regarding the roles and responsibilities of peace officers on the ECISD website and within the Student Code of Conduct to increase accessibility and awareness for students, parents, and staff.

Strategy's Expected Result/Impact: Increased accessibility to clear and consistent information regarding the roles and responsibilities of peace officers, school resource officers, and security officers will improve awareness, transparency, and understanding among students, parents, and staff across ECISD.

Staff Responsible for Monitoring: Chief of Police

Formative Reviews

October	January	March	May

Strategy 2

Add information regarding the duties and supportive role of peace officers o the ECISD Employee

Handbook to increase staff awareness and understanding across campuses.

Strategy's Expected Result/Impact: Including information regarding the duties and supportive role of peace officers, school resource officers, and security officers in the ECISD Employee Handbook will strengthen staff awareness, promote consistency in understanding campus safety roles, and support clearer communication across campuses.

Staff Responsible for Monitoring: Chief of Police

Formative Reviews

October	January	March	May

Strategy 3

Increase community engagement and visibility by participating in at least nine community events throughout the school year and conducting monthly threat assessment meetings on each secondary campus, with a minimum of nine meetings held per campus annually.

Strategy's Expected Result/Impact: Increasing participation in community events and conducting consistent threat assessment meetings will strengthen community relationships, improve campus communication and collaboration, and increase awareness and visibility of campus safety supports across ECISD.

Staff Responsible for Monitoring: Chief of Police

Funding Sources: Local,

Formative Reviews

October	January	March	May

Board Goal Tables

RDA Strategies

Board Goal	Performance Objective	Strategy	Description
1	1	1	ECISD Special Services Department will develop an aligned Special Instructional Framework with ECISD Instructional Framework in the area of Social Studies.
1	1	2	ECISD Special Services Department will develop training of what specially designed instruction is for all general education and special education teachers in the area of Social Studies.
1	2	1	ECISD Special Services Department will develop an aligned Special Instructional Framework with ECISD Instructional Framework in the area of Reading
1	3	1	Campus support to assist with the implementation of the New ELPS K-12, which includes Content Based Language Instruction (CBLI) methodology through professional learning.
1	3	2	Accelerate English language development for emergent bilingual students through the use of Summit K12. Summer learning opportunities for targeted emergent bilingual groups and grade levels.
1	3	3	Support the implementation of the English language development curriculum adopted for PK-5 grades.
1	4	1	Create a system to track and monitor the academic performance of EB students at the district, campus, and teacher level.
1	7	1	ECISD Special Services Department will develop an aligned Special Instructional Framework with ECISD Instructional Framework in the area of Science.
1	7	2	ECISD Special Services Department will develop training of what specially designed instruction is for all general education and special education teachers in the area of Science.
1	8	1	ECISD Special Services Department will develop an aligned Special Instructional Framework with ECISD Instructional Framework in the area of Math.
1	8	2	ECISD Special Services Department will develop training of what specially designed instruction is for all general education and special education teachers in the area of Math.
1	11	1	Campus leaders will implement and monitor weekly instructional leadership systems by calendaring and conducting protected lesson plan reviews, classroom walkthroughs, and coaching cycles focused on TEKS alignment, rigor, checks for understanding, and aggressive monitoring in instruction for grades 3-5. Administrators will provide actionable feedback with follow-up monitoring to ensure implementation fidelity.
1	12	1	ECISD Special Services Department will provide training to 100% of dyslexia instructional and intervention staff will complete annual professional development in structured literacy and dyslexia support practices.
1	12	2	ECISD Special Services Department will conduct campus fidelity checks will show at least 100% implementation of required dyslexia intervention components with the Take Flight Dyslexia Resource.

1	13	1	The Academics team will Provide and maintain access to district-approved, TEKS-aligned high-quality instructional materials, instructional platforms, digital resources, and assessment-aligned tools through EduHub; provide teacher and leader training on effective implementation, planning, instructional use, progress monitoring, and alignment to STAAR/EOC expectations across all tested content areas.
4	1	1	Continue to monitor and evaluate current employee Individualized Certification Plans and implement Individualized Certification Plans for new hires to ensure information, accountability, and support in obtaining their teaching certification.
4	7	1	Monitor certification progress and provide targeted support for district uncertified teachers.
4	7	2	Strengthen and increase participation in the PREP Teacher Apprenticeship Program and Grow-your-Own educator pathway.
4	8	1	Expand and continue implementation of LAUNCH induction supports for NOVICE teachers.
4	8	2	ECISD will provide a New Teacher Orientation in July, 2026 to ensure a strong start for novice teachers.
4	8	3	Novice Teachers will be supported by certified classroom mentors.
5	8	1	Incorporate a new Entrance and Exit Survey and share data results with cabinet members on a quarterly basis.
5	8	2	Review and update job descriptions to ensure employee and employer performance expectations are aligned.
5	13	1	Support campuses serving Emergent Bilingual (EB) students by facilitating TEA T3 Family Engagement Meetings for families throughout the school year and the English Language Development Academy for parents.
5	15	1	Assign three district behavior specialists to support all campuses, with a focus on the degree of support required. High-needs campuses will receive bi-weekly on-site support, totaling 18 campus visits over the 2025-2026 school year, to strengthen MTSS-Behavior implementation and intervention fidelity.
5	16	1	Continue scaling and strengthening Tier 1 behavior practices across all 14 Cohort 1 Emergent Tree campuses during the 2026-2027 school year through ongoing professional learning, coaching, and implementation support. Supports will include three in-person trainings, two virtual coaching sessions, and two on-site coaching visits focused on improving Tier 1 fidelity, campus-wide behavior systems, and consistent implementation of Emergent Tree practices. Three MTSS Behavior Specialists will provide personalized coaching, data review, and targeted support for each campus within the cohort to address individual campus needs and strengthen long-term sustainability of Tier 1 behavior systems.
5	16	2	Begin piloting Emergent Tree Tier 1 behavior practices at 15 additional campuses during the 2026-2027 school year. Supports will include three in-person trainings, two virtual coaching sessions, and two on-site coaching visits focused on improving Tier 1 fidelity, campus-wide behavior systems, and consistent implementation of Emergent Tree practices. Three MTSS Behavior Specialists will provide personalized coaching, data review, and targeted support for each campus within the cohort to address individual campus needs and strengthen long-term sustainability of Tier 1 behavior systems.
5	17	1	Reduce FY25-26 expenditures for year end closeout to decrease deficit and maintain fund balance.

5	17	2	Decreased nonpayroll budget by 15% through the Zero-Based Budget process for FY26-27

Assurances

Statutorily Required Assurances

The LEA Plan must include assurances that the LEA will:

1. Ensure migratory children and formerly migratory children eligible to receive services are selected to receive services on the same basis as other children [Section 1112(c)(1)].
2. Provide services to eligible children attending private schools in accordance with section 1117, and timely and meaningful consultation with private school officials [Section 1112(c)(2)].
3. Participate, if selected, in the National Assessment of Educational Progress in reading and math in grades 4 and 8 [Section 1112(c)(3)].
4. Coordinate and integrate services with other English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths to increase program effectiveness, eliminate duplication, and reduce fragmentation [Section 1112(c)(4)].
5. Collaborate with State or local child welfare agency to—
    - Designate a point of contact if the corresponding child welfare notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA;
    - Develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin (when in their best interest) will be provided, arranged, and funded for the duration of the time in foster care. [Section 1112(c)(5)]. (For details of what these procedures must ensure, see Children in Foster Care.)
6. Ensure all teachers and paraprofessionals working in Title I, Part A, supported programs meet applicable State certification and licensure requirements [Section 1112(c)(6)].
7. For LEAs using Title I, Part A funds to provide early childhood education services to low-income children, ensure that services comply with performance standards of the Head Start Act [Section 1112(c)(7)].
8. Notify the parents of each student attending any school receiving Title I, Part A funds of the Parents' Right-To-Know [Section 1112(e)(1)].
9. Notify the parents of each student attending any school receiving Title I, Part A funds of Testing Transparency [Section 1112(e)(2)].
10. Implement an effective means of outreach to parents of English learners [Section 1112(e)(3)(C)].

Signature indicates the 10 assurances are included in the LEA Plan Signature of Assurance

Funding Summary

Funding Summary

Bond Funds

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
5	22	1	Bond Funding	--	$0.00
				Sub-Total	$0.00

IDEA-B

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
1	1	1	Time	--	$48,000.00
1	1	2	Time for training	--	$3,000.00
1	9	1	SameGoal for MTSS	--	$15,000.00
1	12	1	Training time	--	$0.00
1	12	2		--	$0.00
5	15	1	Coordinator and Specialist Positions	--	$210,000.00
5	16	1	Emergent Tree Framework	--	$30,000.00
5	16	2	Emergent Tree Framework	--	$254,000.00
				Sub-Total	$560,000.00

Local

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
5	22	1	General Local Funding	--	$0.00
5	23	2	local funds for facility condition assessment, demographic study	--	$0.00
5	26	3		--	$0.00
				Sub-Total	$0.00

State Comp Ed

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
1	3	2		--	$312,000.00
1	10	1	FOCUS MTSS MODULE, TITLE FUNDS - MTSS A Coordinator Postition	--	$123,000.00
1	10	2	FOCUS MTSS MODULE, TITLE FUNDS - MTSS A Coordinator Position	--	$123,000.00
1	13	1	Discovery ED Techbook	--	$28,000.00
1	13	1	DBQ Online	--	$25,200.00
1	13	1	Curriculum Associates - iReady Platform	--	$10,818,685.00
1	13	1	Curriculum Associates - iReady Platform and Training	--	$103,200.00
1	13	13		--	$0.00
1	13	14		--	$0.00
1	13	15		--	$0.00
3	1	1		--	$0.00
3	1	3		--	$0.00
3	6	1		--	$0.00
3	6	2		--	$0.00
3	6	3		--	$0.00
3	7	1		--	$0.00
3	7	2	Planners	--	$0.00
4	2	1	SAS Counselors	--	$0.00
4	2	3		--	$0.00
4	10	1	Drop Out Specialists, Social Service Specialists, Lead Social Worker and Director of Student Support Services	--	$520,000.00
4	12	1	Social Service Specialists and Drop Out Specialists	--	$520,000.00
5	15	2	FOCUS MTSS MODULE	--	$33,000.00
				Sub-Total	$12,606,085.00

Title One Homeless

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
4	10	1	McKinney Vento Specialists	--	$240,000.00
4	11	2	McKinney Vento Specialists	--	$240,000.00
4	11	3	TEHCY Grant Funded Positions- McKinney Vento Grant Coordinator, McKinney Vento Specialists (3)	--	$240,000.00
4	12	1	Title 1: Homeless Specialist	--	$80,000.00
				Sub-Total	$800,000.00

Title One Instructional Continuity

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
1	13	1	Vernier - PD	--	$30,000.00
1	13	1	Saxon Phonics New and Refill	--	$351,369.00
1	13	1	Vernier	--	$321,750.00
1	13	1	Phonics Pilot - Magnetic and Mosiaco	--	$150,000.00
1	13	1	Discovery Ed Experience	--	$72,376.00
1	13	1	Lonestar	--	$186,950.00
2	2	1	AOL - My Math & My Reading Academy	--	$136,224.00
2	2	1	AOL - My Math & My Reading Academy - PD	--	$5,000.00
				Sub-Total	$1,253,669.00

Title One School- Improvement

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
1	13	1	Exploros - SS PD	--	$2,500.00
1	13	1	Exploros - SS	--	$87,579.00
2	1	1	Title 1 Funds: IXL	--	$100,000.00
4	7	3	Supplemental funding for Teacher Residents as per campus Opportunity Culture plans	--	$0.00
				Sub-Total	$190,079.00

Title Two Professional Development

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
1	11	3	Darryl Williams / Get Better Faster	--	$149,000.00
1	11	4	Guest Presenter Funds	--	$0.00
1	13	2	Coordinator	--	$0.00
1	13	3	Coordinator	--	$0.00
1	13	4	Coordinator	--	$0.00
1	13	5	Coordinator	--	$0.00
1	13	6	Coordinator	--	$0.00
1	13	7	Coordinator	--	$0.00
1	13	8	Coordinator	--	$0.00
1	13	9	Coordinator	--	$0.00
1	13	10	Coordinator	--	$0.00
1	13	16	Teacher University	--	$0.00
4	7	1	2 Talent Development Specialists	--	$0.00
4	8	2	Funding for New Teacher Orientation	--	$0.00
4	9	1	Public Impact	--	$85,877.00
4	9	1	Talent Development Coach	--	$0.00
4	9	3	Darryl Williams training	--	$149,875.00
				Sub-Total	$384,752.00

Title Three Bilingual/ ESL

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
1	3	1		--	$25,000.00
1	3	2		--	$15,000.00
1	3	3		--	$300,000.00
5	13	1		--	$135,000.00
				Sub-Total	$475,000.00

Title IV

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
4	10	1	Social Worker	--	$85,000.00
4	12	1	Title IV: Social Worker	--	$85,000.00
4	19	1		--	$46,532.68
5	19	4		--	$12,000.00
				Sub-Total	$228,532.68

State Grant

Board Goal	Performance Objective	Strategy	Resources Needed	Account Code	Amount
3	8	1	AP CSP Supports	--	$18,000.00
4	13	1		--	$500,000.00
4	13	2		--	$14,000.00
5	21	4	Body cameras, vehicle cameras, and staff training.	--	$310,000.00
				Sub-Total	$842,000.00

TO: Board of Trustees

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2026-2027 COMPENSATION PLAN**

DATE: June 16, 2026

In an effort to ensure a competitive compensation plan, a salary maintenance study was completed by the Texas Association of School Boards (TASB).

The administration recommends maintaining the current levels of compensation for the 2026-2027 School Year.

The plan includes: (a) 2026-2027 Salary Schedule, (b) Schedule of Stipends, and (c) Schedule of Supplemental Pay.

****

Administrative Recommendation:

Approval of the 2026-2027 Compensation Plan

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT COMPENSATION RESOURCE MANUAL 2026-2027

Proposed 7/1/2026

Ector County ISD

2026-2027 New Hire Guide for Certified Classroom Teachers starting at $61,000

Years of Experience	26-27 New Hire Salary Scale
0 - NON Certified	$60,750
0 - Certified	$61,000
1	$61,100
2	$61,500
3	$63,100
4	$63,250
5	$66,050
6	$66,350
7	$66,650
8	$67,150
9	$67,750
10	$68,350
11	$68,650
12	$68,950
13	$69,250
14	$69,650
15	$70,050
16	$70,450
17	$70,850
18	$71,250
19	$71,750
20	$72,150
21	$72,550
22	$72,950
23	$73,350
24	$74,050
25	$74,450
26	$74,850
27	$75,250
28	$75,650
29	$76,050
30+	$76,450

The salaries listed above are based on 10-month employment for the 2026-2027 school year. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Pay increases are based on the annual pay raise budget approved by the Board of Trustees.
$1,500 Master's Degree - General Stipend
$2,500 Master's Degree - Subject-Area Stipend
$3,650 Doctorate Degree Stipend

2026-2027 Administrative Professional Pay Plan

Ector County ISD

Pay Grade	Job Title	Calendars		Minimum	Maximum
1			**Daily**	**$249.00**	**$351.00**
	Accountant - School Nutrition	227	**187 Days**	46,563	65,637
	Bookkeeper, Payroll	227	**227 Days**	56,523	79,677
	Manager - Instructional Material	227			
	Manager - Risk Benefits	227			
	School Nutrition Technology Admin	227			
	Specialist - Communication	227			
	Specialist - Parent/Community Engagement	227			
	Specialist - SAS Homeless	187			
	Specialist - School Nutrition	227			
	Specialist - Social Service	187, 227			
	Specialist - SubstituteS	227			
	Specialist - Title I Fiscal & Program Comp	227			
2			**Daily**	**$290.70**	**$393.30**
	Accountant - Finance	227	**187 Days**	54,361	73,547
	Accountant - Payroll Special Projects	227	**197 Days**	57,268	77,480
	Accountant - Special Revenue	227	**207 Days**	60,175	81,413
	Adm Review/Dismissal Facilitator	197	**217 Days**	63,082	85,346
	Bond & Grant Accountant	227	**227 Days**	65,989	89,279
	Buyer-School Nutrition	227			
	Communication Specialist - Content Creator	227			
	Coordinator - Child Care	227			
	Coordinator - Community Outreach	207			
	Grant Writer	227			
	Guidance Apprentice	197, 207, 217			
	Social Worker	187, 227			
	Specialist - Dropout Prevention	187			
	Specialist - Teen Parent	197			
	Speech Language Pathologist - Assistant	187			
	Staff Auditor	227			
	Supervisor - Operations Projects	227			
	Supervisor -Purchasing	227			
3			**Daily**	**$331.40**	**$448.36**
	Accountant - Payroll	227	**187 Days**	61,972	83,843
	Administrative Intern	207, 217	**197 Days**	65,286	88,327
	Communication Specialist-Bilingual & ESL	227	**207 Days**	68,600	92,811
	Counselor - Alt Ed Center	207	**217 Days**	71,914	97,294
	Counselor - Elementary & ECC	197	**227 Days**	75,228	101,778
	Counselor - Elementary, MS & HS SAS	207			
	Counselor - Middle School	207			
	Counselor - Special ED	197			

Diagnostician (Virtual)	197
Dietitian	227
HR Analyst	227
Librarians	187
Nurse (Campus based RN)	187
Social Worker - Lead	227
Specialist - Behavior	207
Specialist - Communication/Bilingual	227
Specialist - Recruiting	227
Supervisor - Business Operation Warehouse	227

3T		Daily	$331.40	$448.36
Advanced Academic Specialist	187	187 Days	61,972	83,843
Blended Learning Specialist	207	197 Days	65,286	88,327
Dual Language Specialist	187	207 Days	68,600	92,811
Instructional Coach	187	217 Days	71,914	97,294
Interventionist - AEC	187	227 Days	75,228	101,778
Librarians	187			
Nurse (Campus based RN)	187			
Parent Infant/Itenerant RDSPD	197			
Talent Development Coach	217			

4		Daily	$339.78	$478.96
Asst Principal - Elementary & EEC	217	187 Days	63,539	89,566
Athletics Trainer	207, 217	197 Days	66,937	94,355
Coordinator - High School Testing	217	207 Days	70,334	99,145
Coordinator - IB Middle Years Programme	207	217 Days	73,732	103,934
Coordinator - IB Primary Years Programme	207	227 Days	77,130	108,724
Coordinator - Post-Secondary Advising & Assessment	217			
Counselor - Career & Tech	217			
Counselor - Choice High Schools	217			
Counselor - High School	217			
Counselor - TRAC	217			
Dean of Students - Secondary	207			
Diagnostician	197, 227			
School Psychologist Intern	197			
School Psychologist (Virtual)	197			
Speech Language Pathologist (Virtual)	187			
Speech Language Pathologist - Intern	187			
Supervisor - ATC-G Campus	207			

5		Daily	$356.77	$502.91
Asst Principal - Alt Center & Middle School	217	187 Days	66,716	94,044
Coordinator - Advanced Academics	227	197 Days	70,284	99,073
Coordinator - Autism	227	217 Days	77,419	109,131
Coordinator - AVID & Advanced Academic Servs.	227	227 Days	80,987	114,161
Coordinator - Benefits	227			

Coordinator - Bilingual	227
Coordinator - Blended Learning	227
Coordinator - Digital Learning	227
Coordinator - ELAR	227
Coordinator - Elem Science & Social Studies	227
Coordinator - ESL	227
Coordinator - Fine Arts	227
Coordinator - International Teacher	227
Coordinator - Lang Other Than English	227
Coordinator - Math	227
Coordinator - MTSS	227
Coordinator - Performance Reporting	227
Coordinator - Secondary Science	227
Coordinator - Secondary Scocial Studies	227
Coordinator - State Assessment	227
Coordinator - Student Well-Being and Support	227
Coordinator - Talent Development	227
Coordinator - Teen Pregnancy Service	227
Dean of Students - NTO	217
Director - Choral High School	197
Director - Mariachi High School	197
Director - Orchestra High School	197
Lead Dietition - School Nutrition	227
Occupational Therapist	197
Physical Therapist	197
Principal Intern	227
School Psychologist	197
Specialist - Energy Education	227
Speech Language Pathologist	187, 227

6			**Daily**	**$374.60**	**$528.06**
Asst Director - Finance	227		**217 Days**	81,288	114,589
Asst Principal - High School	217, 227		**227 Days**	85,034	119,870
Chief of Staff	227				
Dean - Career & Tech Education	227				
Director - Advanced Academic Services	227				
Director - Athletics	227				
Director - Attendance	227				
Director - Band High School	217				
Director - Bilingual	227				
Director - CCMR & Post Secondary Ed	227				
Director - Community Support Services	227				
Director - Accountability	227				
Director - Assessment	227				
Director - District AVID & Advanced Academic Servs.	227				
Director - Dual Credit Development	227				
Director - Guidance & Counseling	227				

Director - Health Services	227			
Director - Leadership	227			
Director - Steam Initiative and Special Projects	227			
Internal Auditor	227			
Project Manager	227			
Supervisor - Accounting	227			
Supervisor - Dyslexia	227			
Supervisor - Special Ed Behavior	227			
Supervisor - Special Ed	227			
7		**Daily**	**$400.82**	**$565.02**
Associate Principal - High School	227	**227 Days**	90,986	128,260
Director - Administrative Services	227			
Director - Athletics, PE & Health	227			
Director - Development Office	227			
Director - Energy/Custodial Operations	227			
Director - Facilities	227			
Director - Purchasing	227			
Director - RDSPD	227			
Director - School Nutrition	227			
Director - Transportation	227			
Director - Position Control	227			
Principal - Early Education Center	227			
Principal - Elementary	227			
8		**Daily**	**$432.89**	**$610.21**
Coordinator/Head Football Coach	227	**227 Days**	98,266	138,518
Director - Benefits/Risk Management	227			
Director - District Operations	227			
Director - ESSA Grants & State Comp Ed	227			
Director - Finance	227			
Director - Human Resources	227			
Director - Payroll	227			
Director - Planning & School Choice	227			
Director - Professional Learning	227			
Director - Special Services Compliance	227			
Director - Talent Development	227			
Principal - Alter Center	227			
Principal - Choice High School	227			
Principal - Middle School	227			
Principal - New Tech High School	227			
9		**Daily**	**$493.49**	**$695.65**
Exec Director - BIL/ESL/Migrant	227	**227 Days**	112,022	157,913
Exec Director - Choice Programs/Access/Support	227			
Exec Director - Education Foundation	227			

Exec Director - Fine Arts	227			
Principal - High School	227			

10			**Daily**	**$547.78**	**$772.16**
Chief Communications Officer	227		**227 Days**	124,346	175,280
Chief Technology Officer	227				
Exec Director - Academics	227				
Exec Director - Accountability & School Improvement	227				
Exec Director - Athletics	227				
Exec Director - Career & Tech Ed	227				
Exec Director - District Operations	227				
Exec Director - Finance, Budget & Accounting	227				
Exec Director - Guidance/Counseling/Wellness	227				
Exec Director - Human Resources	227				
Exec Director - Leadership	227				
Exec Director - Special Services	227				
Exec Director - Talent Development	227				

11			**Daily**	**$679.24**	**$957.48**
Chief Academic Officer	227		**227 Days**	154,187	217,348
Chief Financial Officer	227				
Chief Human Capital Officer	227				
Chief of Schools	227				
Chief Operations Officer	227				
Chief School & Student Support Officer	227				

2026-2027 Technology Pay Plan

Ector County ISD

Pay Grade	Job Title	Calendars		Minimum	Maximum
2			**Hourly**	**$24.30**	**$33.90**
	Technician - Computer (High School)	227	**227 Days**	44,129	61,562
	Technician - Computer	227			
	Technician - Help Desk	227			
3			**Hourly**	**$28.00**	**$39.06**
	Senior Technician - Help Desk	227	**227 Days**	50,848	70,933
	Technician - Data Network	227			
4			**Daily**	**$245.15**	**$342.03**
	Specialist - Inventory	227	**227 Days**	55,649	77,641
	Specialist - PEIMS	227			
	Specialist - Integration Support	227			
	Specialist - Student Application	227			
5			**Daily**	**$290.50**	**$405.30**
	Instructional Analyst - Application	227	**227 Days**	65,944	92,003
	Instructional Analyst - Student Application	227			
	PEIMS Analyst	227			
	Senior Administrator - Data Network System	227			
	Web Master	227			
6			**Daily**	**$319.55**	**$445.83**
	Administrator - G Suite	227	**227 Days**	72,538	101,203
	Administrator - System	227			
	Manager - Technology Area Support	227			
	Manager - Technology Support	227			
	Manager - WAN Area	227			
	Network Engineer	227			
	Network Specialist	227			
	Senior Analyst - Business	227			
	Senior Analyst - Student	227			
	Senior Analyst - Integration	227			
7			**Daily**	**$351.50**	**$490.42**
	Coordinator - Data	227	**227 Days**	79,791	111,325
	Coordinator - Technology Services	227			
	Senior Administrator - Cybersecurity	227			
	Senior Administrator - System Development	227			
	Senior Administrator - System/Active Director	227			
	Senior Engineer - IT Network	227			
8			**Daily**	**$386.66**	**$539.46**

Manager - Business Application	227	**227 Days**	87,772	122,457
Manager - Network Hardware	227			
Manager - Network Software	227			
Manager - PEIMS	227			
Manager - Student Application	227			

9			**Daily**	**$425.32**	**$593.42**
Director - Digital Learning	227		**227 Days**	96,548	134,706
Director - Information Systems	227				
Director - Information Technology	227				
Director - Technology Services	227				

2026-2027 Police Pay Plan

Ector County ISD

Pay Grade	Job Title	Calendars		Minimum	Maximum
1			**Hourly**	**$20.15**	**$27.83**
	Intel Telecommunicator I	227	**227 Days**	36,592	50,539
	Telecommunicator I	227			
2			**Hourly**	**$23.65**	**$32.99**
	Intel Telecommunicator II	227	**227 Days**	42,948	59,910
	Telecommunicator II	227			
3			**Hourly**	**$31.30**	**$43.68**
	Police Officer	227	**227 Days**	56,841	79,323
4			**Daily**	**$328.57**	**$453.73**
	Police Sergeant	227	**227 Days**	74,585	102,997
5			**Daily**	**$371.28**	**$512.37**
	Police Lieutenant	227	**227 Days**	84,281	116,308
6			**Daily**	**$414.00**	**$571.00**
	Police Captain	227	**227 Days**	93,977	129,046
7			**Daily**	**$493.80**	**$681.92**
	Asst Chief of Police	227	**227 Days**	112,093	154,796
8			**Daily**	**$533.40**	**$709.38**
	Chief of Police	227	**227 Days**	121,081	161,028

2026-2027 Instructional Support Pay Plan

Ector County ISD

Pay Grade	Job Title	Calendars		Minimum	Maximum
1			**Hourly**	**$15.50**	**$21.20**
	Aide - Instructional	187	**187 Days**	23,188	31,715
	Aide - Montessori	187			
	Aide - Music	187			
	Aide - Physical Ed	187			
	Aide - Pre K	187			
	Aide - Title 1	187			
2			**Hourly**	**$15.90**	**$22.12**
	Aide - Alter Ed	187	**187 Days**	23,786	33,092
	Aide - Bilingual/ESL	187	**227 Days**	28,874	40,170
	Aide - Bilingual Pre-K	187			
	Aide - Horticulture	227			
	Aide - Sp Ed Inclusion	187			
	Aide - Sp Ed PPCD	187			
	Aide - Sp Ed Speech Therapy	187			
	Child Care Provider	187			
3			**Hourly**	**$16.65**	**$23.23**
	Aide- Audio Visual	187	**187 Days**	24,908	34,752
	Aide - School Health	187			
	Aide - Sp Ed (SCC)	187			
	Aide - Sp Ed Applied Life Skills	187			
	Aide - Sp Ed Basic Skills	187			
	Aide - Sp Ed Specialized Classroom	187			
	Certified Nurse Asst	187			
4			**Hourly**	**$17.40**	**$24.30**
	Aide - Bilingual Tester	187	**187 Days**	26,030	36,353
	Aide - CTE	187			
	Aide - Sp Ed 18+ Program	187			
	Aide - Sp Ed Behavior Support	187			
5			**Hourly**	**$18.50**	**$25.82**
	Opportunity Culture - Reach Associate	187	**187 Days**	27,676	38,627
6			**Hourly**	**$20.80**	**$29.04**
	Aide - Sp Ed Deaf/Hard of Hearing	187	**187 Days**	31,117	43,444
	Instructional Facilitator I	187			
	Library Facilitator	187			
	Opportunity Culture -Teacher Resident	187			
7			**Hourly**	**$22.80**	**$31.80**

Aide - Sp Ed Sign Language Interpreter (certified)	187		**187 Days**	34,109	47,573
Licensed Vocational Nurse	187				
8			**Hourly**	**$26.73**	**$37.28**
Instructional Facilitator II - DEGREED	187		**187 Days**	40,000	55,771
9			**Hourly**	**$31.25**	**$43.59**
Occupational Therapist Asst	187		**187 Days**	46,750	65,211
Physical Therapist Asst	187				

2026-2027 Clerical Support Pay Plan

Ector County ISD

Pay Grade	Job Title	Calendars		Minimum	Maximum
2			**Hourly**	**$15.50**	**$21.20**
	Clerk - Audio Visual	187	**187 Days**	23,188	31,715
	Clerk - Counselor	207	**197 Days**	24,428	33,411
	Clerk - COVID	227	**207 Days**	25,668	35,107
	Clerk - Building EEC	207	**227 Days**	28,148	38,499
	Clerk - High School	207			
	Clerk - Library	187			
	Clerk - Middle School	187			
	Clerk - Office	187, 197, 207			
	Clerk - Special Ed	187			
	Community Liaison - Visiting	187, 227			
	Receptionist/Truancy - High School	227			
3			**Hourly**	**$15.90**	**$21.12**
	Case Worker	217	**187 Days**	23,786	31,596
	Clerk - Athletic	207	**197 Days**	25,058	33,285
	Clerk - Building Elementary	197	**217 Days**	27,602	36,664
	Clerk - Attendance/PEIMS High School/Choice HS	197	**227 Days**	28,874	38,354
	Clerk - Attendance/PEIMS Middle School	197			
	Clerk - Data Processing Bilingual	227			
	Clerk - Data Processing HS & MS	227			
	Clerk - Diagnostician	197			
	Clerk - Help Desk (IT)	227			
	Clerk - Office/District	227			
	Clerk - Payroll Utility	227			
	Clerk - School of Choice/Student Admissions	227			
	Clerk- Special ED Speech	187,227			
	Clerk - Transitional Learning Center	227			
4			**Hourly**	**$16.60**	**$23.16**
	Bookkeeper - Middle School	187	**187 Days**	24,834	34,647
	Clerk - ATC	197	**197 Days**	26,162	36,500
	Clerk - Autism	227	**207 Days**	27,490	38,353
	Clerk - 504/Dyslexia	227	**227 Days**	30,146	42,059
	Clerk - Campus Payroll	227			
	Clerk - Computer SN	227			
	Clerk - Curriculum	227			
	Clerk - Human Capital	227			
	Clerk - Special Ed PEIMS	227			
	Registrar/PEIMS DAEP	227			
	Registrar/PEIMS NTO	227			
	Secretary - ATC	227			

5			Hourly	$17.45	$24.35
Admin Asst - Director/Bookkeeper	227		217 Days	30,293	42,272
Admin Asst - Office	227		227 Days	31,689	44,220
Admin Asst - Principal Alt Center	227				
Admin Asst - Principal Choice Schools	227				
Admin Asst - Principal Elementary & EEC	227				
Admin Asst - Principal Middle School	227				
Admin Asst - Principal NTO	227				
Agent - Fingerprint/Background Enrollment	227				
Bookkeeper - High School	217				
Bookkeeper - Special Ed	227				
Clerk - Inventory Control	227				
Registrar/PEIMS High School	227				
Clerk - SHARS/Medicaid	227				

6			Hourly	$19.15	$26.71
Admin Asst - Chief of Police	227		227 Days	34,776	48,505
Admin Asst - Director	227				
Admin Asst - Principal High School	227				
Admin Asst - RDSPD	227				
Bookkeeper - Account Payable	227				
Certification Officer - HR & Talent Development	227				
Clerk - Accounting	227				
Clerk - Accounts Payable	227				
Clerk - Payroll	227				
Clerk - Position Control	227				
Clerk - Purchasing	227				
Clerk - Special Projects	227				
Liaison - Records Management	227				
Specialist - Purchasing Contract	227				

7			Hourly	$21.15	$29.53
Admin Asst - Exec Director	227		187 Days	31,640	44,177
Buyer - P-Card Administrator - Purchasing	227		197 Days	33,332	46,539
Specialist - Bond Finance	227		227 Days	38,408	53,626
Specialist - Child Care	197				
Specialist - Health Benefits	227				
Specialist - Human Resources	227				
Specialist - Payroll	227				

8			Hourly	$23.15	$32.31
Admin Asst - Exec Director Human Resources	227		227 Days	42,040	58,675
Admin Asst - Exec Director Operations	227				
Specialist - International Certification	227				

9			Hourly	$25.25	$35.23

Admin Asst - Associate Supt	227	**227 Days**	45,854	63,978
Admin Asst - Chief Academic Officer	227			
Admin Asst - Chief Communications Officer	227			
Admin Asst - Chief Finance Officer	227			
Admin Asst - Chief Human Capital Officer	227			
Admin Asst - Chief of School Leadership	227			
Admin Asst - Chief Technology Officer	227			

10		**Hourly**	**$29.80**	**$41.56**
Admin Asst - Supt	227	**227 Days**	54,117	75,473
Specialist - Community Engagement Partnership	227			
Specialist - Student Admissions	227			

2026-2027 Auxiliary Pay Plan

Ector County ISD

*Annual amounts are based on 8 hours per day.

Pay Grade	Job Title	Calendars		Minimum	Maximum
2			**Hourly**	**$15.50**	**$20.70**
	Bus Monitor	179	**179 Days**	22,196	29,642
	Bus Monitor - Sped	179			
3			**Hourly**	**$15.85**	**$21.97**
	Custodian	247	**179 Days**	22,697	31,461
	LIFT Monitor	179	**247 Days**	31,320	43,413
	Night Watchman	251	**251 Days**	31,827	44,116
4			**Hourly**	**$16.25**	**$22.67**
	Custodian - Asst Head	247	**227 Days**	29,510	41,169
	Groundskeeper	247	**247 Days**	32,110	44,796
	Mechanic - Vehicle Lubrication	227			
	Specialist-Campus Safety	227			
	Transportation - Bus Washer	227			
5			**Hourly**	**$17.00**	**$23.74**
	Asst - IM Receiving Warehouse	227	**227 Days**	30,872	43,112
	Clerk- Mail Carrier	227	**247 Days**	33,592	46,910
	Custodian - Admin	247			
	Custodian - Head ES	247			
	Custodian - Warehouse	247			
	Technician - Bus Servicer	227			
	Transportation - Tire Servicer	227			
6			**Hourly**	**$18.00**	**$25.12**
	Apprentice - Carpenter	247	**227 Days**	32,688	45,618
	Apprentice - Electrician	247	**247 Days**	35,568	49,637
	Apprentice - Plumber	247			
	Clerk - Parts Room	227			
	Custodian - Head Admin	247			
	Custodian - Head MS	247			
	Technician - Business Operations Warehouse	227			
	Transportation - Bus Repair	227			
7			**Hourly**	**$19.00**	**$26.50**
	Caretaker - Stadium	227	**227 Days**	34,504	48,124
	Custodian - Head HS	247	**247 Days**	37,544	52,364
	General - Painter	247			
	Maintenance/Groundskeeper	247			
	Roofer	247			
	Stain Finish Worker	247			

Technician - Irrigation	247			
Warehouse Attendant - Maintenance	247			

8		Hourly	$20.25	$27.97
Caretaker - Head Stadium	227	**207 Days**	33,534	46,318
Dispatcher - Transportation	207	**227 Days**	36,774	50,794
General - Carpenter	247	**247 Days**	40,014	55,269
Lead - Painter	247			
Lead - Roofer	247			
Masonry	247			
Operator - Heavy Equipment	247			
Welder - Shop	247			

9		Hourly	$22.50	$31.08
Cabinet Maker	247	**207 Days**	37,260	51,468
Electrician - General	247	**227 Days**	40,860	56,441
Field Trip Scheduler	207	**247 Days**	44,460	61,414
Foreman - Carpentry	247			
Foreman - Certified Applicator of Record	247			
Foreman - Grounds	247			
Foreman - Painting	247			
Lead Dispatcher	227			
Mechanic - Sheet Metal	247			
Mechanic - Shop	247			
Mechanic - Vehicle	227			
Plumber	247			

10		Hourly	$26.20	$36.18
Asst - IM Receiving Warehouse	227	**227 Days**	47,579	65,703
Asst Supervisor - Warehouse Maintenance	247	**247 Days**	51,771	71,492
HVAC Mechanic (licensed)	247			
Lead Tech - Electrical	247			
Master - Locksmith	247			
Master - Plumber	247			
Mechanic - Vehicle Lead	227			
Operations Mgr. - Finance & Compliance	227			
Operations Mgr. - Public Relations	227			
Operations Mgr. - Routing	227			
Operations Mgr. - Safety	227			
Supervisor - Custodian	247			
Supervisor - Drivers	227			

11		Hourly	$30.40	$42.00
Foreman - Electrician	247	**227 Days**	55,206	76,272
Foreman - Plumbing	247	**247 Days**	60,070	82,992
Supervisor - Construction/Roofing	247			

Supervisor - Transportation Shop	227				
Supervisor - Transportation Operations	227				
Supervisor - Warehouse Maintenance	247				

BD			**Hourly**	**$26.00**	**$31.16**
Bus Driver	179		**179 Days**	37,232	44,621
Bus Driver - Sped	179				

2026-2027 School Nutrition Pay Plan

Ector County ISD

*Annual amounts are based on 7 hours per day for pay grade 2-3

*Annual amounts are based on 8 hours per day for pay grade 4-10

Pay Grade	Job Title	Calendars		Minimum	Maximum
2			**Hourly**	**$15.50**	**$20.70**
	Cafe Worker	179	**179 Days**	19,422	25,937
	Cook - Asst	179			
4			**Hourly**	**$16.35**	**$22.81**
	Cook - Lead	179	**179 Days**	20,487	28,581
	Cook - Head	179			
5			**Hourly**	**$17.35**	**$24.23**
	Delivery - Warehouse SN	227	**181 Days**	25,123	35,085
	Manager - School Nutrition ES	181	**227 Days**	31,508	44,002
6			**Hourly**	**$18.50**	**$25.82**
	Manager - School Nutrition MS	181	**181 Days**	26,788	37,387
7			**Hourly**	**$20.00**	**$27.90**
	Manager - School Nutrition HS	181	**181 Days**	28,960	40,399
8			**Hourly**	**$21.60**	**$30.12**
	Asst Supervisor - Warehouse SN	227	**181 Days**	31,277	43,614
	Dual Manager - School Nutrition	181	**227 Days**	39,226	54,698
9			**Hourly**	**$24.50**	**$34.18**
	Technician - School Nutrition Mechanic	227	**227 Days**	44,492	62,071
10			**Hourly**	**$29.65**	**$41.37**
	Supervisor - School Nutrition	227	**227 Days**	53,844	75,128
	Supervisor - Warehouse School Nutrition	227			
	Technician Lead - School Nutrition Mechanic	227			

Group	Stipend	2026-2027 AMOUNT	Extra Day	Contract Terms	Limit/Qualifications
SIGN ON BONUS/RETENTION					
SIGN ON BONUS	New Hire Sign-On Bonus: ELEM Bilingual Teacher	2,000			Eligible employees may only receive one time
SIGN ON BONUS	New Hire Sign-On Bonus: ELEM/MS/HS Special Ed Teacher	2,000			Eligible employees may only receive one time
SIGN ON BONUS	New Hire Sign-On Bonus: MS/HS Math, Science, ELAR	2,000			Eligible employees may only receive one time
SIGN ON BONUS	New Hire Sign-On Bonus: SLP, DIAG, School Psychologist, Sped Counselor	2,000			Eligible Employees receive at start of contract
RETENTION BONUS	Retention Bonus: SLP, DIAG, School Psychologist, Sped Counselor	2,000			Eligible Employees receive in June
INSTRUCTION					
INSTRUCTION	Opportunity Culture: Master Team Reach Teacher MTRT	12,000			
INSTRUCTION	Opportunity Culture: Multi-Classroom Leader MCL I	15,000			
INSTRUCTION	Opportunity Culture: Multi-Classroom Leader MCL II	17,000			
INSTRUCTION	Opportunity Culture: Multi-Classroom Leader MCL III	20,000			
INSTRUCTION	Opportunity Culture: Team Reach Teacher TRT I	8,000			
INSTRUCTION	Opportunity Culture: Team Reach Teacher TRT II	10,000			
INSTRUCTION	TIA: Master Designated Teacher	12,000 - 36,000			
INSTRUCTION	TIA: Exemplary Designated Teacher	9,000 - 25,000			
INSTRUCTION	TIA: Recognized Designated Teacher	5,000 - 15,000			
INSTRUCTION	TIA: Acknowledged Designated Teacher	3,000 - 9,000			
INSTRUCTION	TIA: National Board Certified Teacher	3,000 - 9,000			
INSTRUCTION	PIA: Principal Incentive Allotment	5,000 - 25,000			Qualifying principals per PIA Handbook
INSTRUCTION	Doctorate, JD Degree (All Staff)	3,650			
INSTRUCTION	Masters Degree (In Subject Area TOR)	2,500			
INSTRUCTION	Masters Degree (Grandfathered Prior to August 2019)	2,600			Grandfathered employees only
INSTRUCTION	Masters Degree (Not in Subject Area TOR)	1,500			
INSTRUCTION	Masters Degree Incentive Plan (advanced approval required)	up to 1,050			$350 per successfully completed course in teaching area; max $1,050 per school year
INSTRUCTION	Masters Degree Plus 30 Hours (Discon't in 2014)	3,090			Existing Employees Grandfathered
INSTRUCTION	Mentor - Teacher	1000			for 0-3 year teachers (2 max)
INSTRUCTION	Bilingual Certified TOR in Elem Bilingual Classroom	5,000			Teacher of Record
INSTRUCTION	Bilingual Certified -Student Support Personnel (Diag, School Psychologist, SLP)	2,500			Determined by assignment
INSTRUCTION	ESL Certified Teacher	2,600			Elementary Core Content, Secondary ELAR
INSTRUCTION	STEM Stipend (STEM Academy campus only)	500-5000			Determined by STEM
ELEMENTARY					
ELEMENTARY	ELEM Distance Allowance	1,000			Fly, Cavazos, West, EK Downing
ELEMENTARY	ELEM Esports	1,100			Up to 10 coaches approved by C&I
SECONDARY					
SECONDARY	HS AP Coordinator PHS	2,000			1 at PHS
SECONDARY	HS AP/IB Coordinator OHS	2,500			1 at OHS
SECONDARY	HS Cheer Sponsor - Sub varsity	3,150	10		
SECONDARY	HS Cheer Sponsor - Varsity	5,150	10		
SECONDARY	HS Decathlon/Octathlon Coach	1,200			Up to 5 per HS (OHS, PHS, NTO, OCA)

SECONDARY	HS Decathlon/Octathlon Lead Sponsor	3,200			1 per HS (OHS, PHS, NTO, OCA)
SECONDARY	HS Dept Chair (ELAR, Math, Sci, Soc St, Sped, LOTE, CTE, Fine Arts, ESL)	5,000			(OHS/PHS) 6 Extra days included in the stipend amount
SECONDARY	HS Drama NTO	3,150			
SECONDARY	HS Esports Coach	1,500			1 per campus
SECONDARY	HS Journalism Activities (NTO, OCTECHS, OCA)	1,600			1 per HS (NTO,OCTECHS, OCA)
SECONDARY	HS Journalism Activities (OHS, PHS)	3,150			1 per HS (OHS,PHS)
SECONDARY	HS Speech Activities (NTO)	3,150			
SECONDARY	HS Sponsor National Honor Society (OHS, PHS)	800			1 per HS (OHS,PHS)
SECONDARY	HS Sponsor Nat'l Honor Society (NTO, OCTECHS, OCA)	600			1 per HS (NTO,OCTECHS, OCA)
SECONDARY	HS Sponsor Speech Activities (OHS, PHS)	3,150			1 per HS (OHS,PHS)
SECONDARY	HS Sponsor Student Council (NTO, OCTECHS, OCA)	1,100			1 per HS (NTO,OCTECHS, OCA)
SECONDARY	HS Sponsor Student Council (OHS, PHS)	2,100			1 per HS (OHS,PHS)
SECONDARY	HS UIL Academics Coach	500			Up to 8 per HS (OHS, PHS, NTO, OCA)
SECONDARY	HS UIL Academics Lead Sponsor	1,500			1 per HS (OHS, PHS, NTO, OCA)
SECONDARY	MS Cheer Sponsor	2,100			1 per MS
SECONDARY	MS Dept Chair (ELAR, Math, Sci, Soc St, Sped, Elec)	4,000			6 Extra days included in the stipend amount
SECONDARY	MS Esports Coach	1,100			1 per campus
SECONDARY	MS Sponsor Journalism Activities	1,600			1 per MS
SECONDARY	MS Sponsor National Honor Society	600			1 per MS
SECONDARY	MS Sponsor Student Council	1,100			1 per MS
SECONDARY	MS/HS Campus AVID Coordinator	1,600			
SECONDARY	MS/HS Certified Math Teacher	2,100			
SECONDARY	MS/HS Certified Robotics Teacher	2,100			Classroom Robotics Only
SECONDARY	MS/HS Certified Science Teacher	2,100			
SPECIAL EDUCATON					
SPECIAL EDUC	SPED Lead: Diag, Speech Path, School Psychologist, Behavior Specialist	3,500			Diags (2), Bilingual Diag (1), SLP(2), School Psychologist(1), Beh Spclst (1)
SPECIAL EDUC	SPED Speech Pathologist Assistant	3,000			
SPECIAL EDUC	SPED SLP (Supervising SLPA) & School Psychologist (Supervising intern), Diag Supervising Ard Facilitator	1,500			Paid if funds available per SPED Dept
SPECIAL EDUC	SPED Certified Teacher Orientation & Mobility	2,500			
SPECIAL EDUC	SPED Certified Teacher Behavioral Support (BSC/BSCAU)	6,000			
SPECIAL EDUC	SPED Certified Teacher Specialized Classroom (SC)	5,000			For Teachers of Record
SPECIAL EDUC	SPED Cert Teacher DHH Teacher of the Auditory Impaired and Teacher of the Visual Impaired (VI)	4,000			
SPECIAL EDUC	SPED Certified Teacher (Resource and/or Inclusion, Co-teach, Adaptive PE, and Music Therapy)	1,200			
SPECIAL EDUC	SPED Special Olympics (adaptive PE)	4,750			
ATHLETICS					
ATHLETICS	Group I (Other) Head Coach Non Football	7,000	10	10 Month	
ATHLETICS	Group I Varsity Football Coach	7,000	15	10 Month	2 per HS
ATHLETICS	Group I Varsity Football Coach (Off/Def Coord)	7,000	20	10 Month	2 per HS
ATHLETICS	Group II Assistant HS Coach	5,750	10	10 Month	
ATHLETICS	Group II MS Athletics Coordinator	5,500	10	10 Month	2 per MS
ATHLETICS	Group III MS Coach	4,750		10 Month	

ATHLETICS	Group IV Coach (Elem. P.E.)	1,300		10 Month	
ATHLETICS	HS Asst Head Football Coach	3,150			1 per HS
ATHLETICS	HS Dual Sports Coordinator	3,150			1 per HS
ATHLETICS	HS Girls Athletic Coordinator	3,500	5		1 per HS
ATHLETICS	HS Head Athletic Trainer	5,000			1 per HS
ATHLETICS	Asst Athletic Trainer HS	5,000			1 per HS
ATHLETICS	Asst Athletic Trainer HS / MS	5,000			1 per HS
ATHLETICS	HS Head Cross Country Coach	4,500			2 per HS (Boys/Girls)
ATHLETICS	HS Powerlifting Coach	4,500			1 per HS
FINE ARTS					
FINE ARTS	HS Art Teacher Lead	3,000			2-assigned by Fine Arts
FINE ARTS	HS Art VASE	1,500			HS Qualifying per Fine Arts
FINE ARTS	HS Band Asst Director	4,200		11 Month	
FINE ARTS	HS Band Color Guard	5,000	10	10 Month	
FINE ARTS	HS Choir Asst Director	3,700		10 Month	
FINE ARTS	HS Choir Pop Ensemble Accompanist	1,850			1 per HS (OHS,PHS)
FINE ARTS	HS Dance Asst Director	3,150	10	10 Month	
FINE ARTS	HS Dance Head Director	5,150	10	10 Month	
FINE ARTS	HS Guitar	4,000			
FINE ARTS	HS Harp	4,000		10 Month	
FINE ARTS	HS JROTC Instructor	3,150		12 Month	2 per HS
FINE ARTS	HS Orchestra Asst Director	3,150		10.5 Month	
FINE ARTS	HS Sponsor Flag Team/Wild bunch	1,500			
FINE ARTS	HS Technical Theatre Arts Director	3,000		10 Month	
FINE ARTS	HS Theatre Arts Head Director	4,000	10	10 Month	
FINE ARTS	MS Art VASE	1,000			MS Qualifying per Fine Arts
FINE ARTS	MS Band Asst Director	3,150		11 Month	
FINE ARTS	MS Band Head Director	4,200		11 Month	
FINE ARTS	MS Choir Asst Director	1,600		10 Month	
FINE ARTS	MS Choir Head Director	3,700		10 Month	
FINE ARTS	MS Dance Asst Director	1,600			
FINE ARTS	MS Dance Head Director	3,100			
FINE ARTS	MS Guitar Asst	800		10 Month	MS Qualifying per Fine Arts
FINE ARTS	MS Guitar/Mariachi Head Director	1,050		10 Month	MS Qualifying per Fine Arts
FINE ARTS	MS Orchestra Asst Director	1,600		10.5 Month	MS Qualifying per Fine Arts
FINE ARTS	MS Orchestra Head Director	3,150		10.5 Month	
FINE ARTS	MS Theatre Arts	2,000		10 Month	MS Qualifying per Fine Arts
CAREER & TECHNICAL EDUCATION					
CTE	Frost Technical Center Team Lead	2,500			
CTE	Health Sciences Center Team Lead	2,500			
CTE	Sewell Auto Tech Center Team Lead	2,500			
CTE	Culinary Arts Catering & Team Lead	2,500			

CTE	HS CTSO Advisors	500			CTE Department approval up to 22 teachers
OTHER					
OTHER	Career Ladder II [Grandfathered employees]	500			Grandfathered employees only
OTHER	Career Ladder III [Grandfathered employees]	1,000			Grandfathered employees only
OTHER	CDL Certification	3,000			Transportation Office Staff
OTHER	Information Technology – CCNA	3,150			
OTHER	Information Technology – CISSP	3,150			
OTHER	Information Technology – GISP	3,150			
OTHER	Police Department - Detective	200			per month/per department approval
OTHER	Police Department - Field Training Officer - Certified	200			per month/per department approval
OTHER	Police Department - Internal Affairs Officer Pay	100			per month/per department approval
OTHER	Police Department - SWAT	150			per month for active member
OTHER	School Action Fund Planning Fellow	Amount TBD			Per Grant Funding with Superintendent approval
OTHER	School Nutrition Certification 1	1000			
OTHER	School Nutrition Certification 2	1600			
OTHER	School Nutrition Certification 3	2,000			
OTHER	School Nutrition Certification 4	2,400			
OTHER	School Nutrition Certification 5	3,000			
OTHER	Strategic Administrative/Teacher Appointment as designated by the Superintendent	1,250-10,000			1/2 December 1/2 in June
OTHER	School Action Fund (SAF) - Lead Teacher	$3,500			Dependent upon SAF Funding
OTHER	Teacher Incentive Allottment (TIA) Teacher Retention Incentive	Amount TBD			Prior Approval Required
OTHER	Title One/At-Risk Lead Stipend	3,500			1/2 December 1/2 June
OTHER	Travel - HS Head Football Coach/Exec Dir & Dir of Athletics	7,200			OHS & PHS/ATHLETICS
OTHER	Travel - HS Principals	4,325			OHS & PHS
OTHER	Travel-Executive Directors, Directors of Food Service, Operations, RDSPD, Federal & State Programs	4,400			
OTHER	Travel-School Nutrition Assistant Directors, Dietitian, Supervisors	1,750			Paid out of federal funds
OTHER	Travel-Superintendent, Cabinet, Principal Supervisors (EDL), Director of Transportation	7,500			
OTHER	Unforeseen Circumstances (approval required)	TBD			Negotiated, based on appropriate market conditions

Group	Supplemental Area of Responsibility	Supplemental Duties Performed	2026-2027 Amount	Pay Basis	Limit/Qualifications
CURRICULUM & INSTRUCTION & PROFESSIONAL LEARNING					
Curriculum & PD	C & I	Writers/Developers	$40	Per Hour	Off-Duty
Curriculum & PD	C & I	Attendees - Teachers	$17	Per Hour	Off-Duty Teachers
Curriculum & PD	C & I	Attendees - Paraprofessionals	$15	Per Hour	Off-Duty Non-Exempt
Curriculum & PD	C & I	Attendees - Administrators	$100	Per Day	Off-Duty Admin
Curriculum & PD	C & I	Presenters	$22	Per Hour	Off-Duty Exempt Employees
Curriculum & PD	C & I	Presenters, Preparation	$120	Per Day	Off-Duty
Curriculum & PD	C & I	Presenters, Preparation	$60	Per 1/2 Day	Off-Duty
Curriculum & PD	Summer	Training - Presenter	$300	Per Day	Off-Contract
Curriculum & PD	Summer	Training - Participant	$200	Per Day	Off-Contract Exempt, In-District; Administrator Approval Required
Curriculum & PD	Summer	Training -Nurse	$20	Per Hour	Off-Contract
Curriculum & PD	Summer	Training-Clerk	$15	Per Hour	Off-Contract
Curriculum & PD	Summer	Training-Aide	$15	Per Hour	Off-Contract
Curriculum & PD	Optional Extended Day Magnet Programs	Teachers, non-certified, 45 college hours	$15	Per Hour	
Curriculum & PD	Opt.Ext Day Magnet Programs	Teachers, Certified	$22	Per Hour	
Curriculum & PD	Opt.Ext Day Magnet Programs	Teachers, non-instructional time (Op.Ex.Dy.)	$17	Per Hour	
Curriculum & PD	Opt.Ext Day Magnet Programs	Teachers, non-certified, expert	$17	Per Hour	
Curriculum & PD	Optional Extended Day and Magnet Programs	Aides	OT Rate	Per Hour	
Curriculum & PD	Extended Day (High School)	Administrator	$25	Per Hour	
Curriculum & PD	Extended Day (High School)	Teachers	$22	Per Hour	
Curriculum & PD	Extended Day (High School)	Clerk	OT Rate	Per Hour	
Curriculum & PD	Extended Day (High School)	Bookkeeper	OT Rate	Per Hour	
Curriculum & PD	After School Credit Recovery	Teachers	$32	Per Hour	
Curriculum & PD	After School Credit Recovery	Aides	OT Rate	Per Hour	
Curriculum & PD	Saturday School	Administrator	$25	Per Hour	
Curriculum & PD	Saturday School	Teachers	$22	Per Hour	
Curriculum & PD	Saturday School	Media Specialists	$22	Per Hour	
Curriculum & PD	Bilingual	ELD ACADEMY TEACHER	$30	Per Hour	
Curriculum & PD	Other	Detention Supervision	$22	Per Hour	
Curriculum & PD	Tutoring	Student Tutor, AVID	$15	Per Hour	Federal, State and Local
Curriculum & PD	Tutoring	Regular AT Risk Tutor - TPC,Title 1	$32	Per Hour	
Curriculum & PD	Distance Learning	Teacher	$250	Per Stu/Sem	
FEDERAL & STATE	Tutoring/Credit Recovery	Teacher	$32	Per Hour	Federal, State and Local
FEDERAL & STATE	Tutoring/Credit Recovery	Teacher for CSI, TSI, and ATS Campuses	$40	Per Hour	Federal, State and Local

FEDERAL & STATE	Tutoring/Credit Recovery	Paraprofessional	OT Rate		Federal, State and Local
FEDERAL & STATE	Tutoring/Credit Recovery	Certified Administrator	$35	Per Hour	Federal, State and Local
FEDERAL & STATE	Tutoring/Credit Recovery	Certified Counselor	$32	Per Hour	Federal, State and Local
Bilingual	Bilingual	ELD ACADEMY TEACHER	$30	Per Hour	
Bilingual	Bilingual	ELD ACADEMY Childcare Provider	$15	Per Hour	
Bilingual	Bilingual	Writers/Developers	$40	Per Hour	
Bilingual	Bilingual	Translator/Interpreter	$40	Per Hour	
Bilingual	Bilingual	Counselor	$40	Per Hour	
Bilingual	Bilingual	Tester	$16	Per Hour	
C&I SUMMER LEARNING					
SUMMER LEARNING	Principal	Summer Learning Principal	$2,000		Full SL Session
SUMMER LEARNING	Admin Intern	Summer Learning Administrative Intern	$256	Per Day	
SUMMER LEARNING	Teacher	PK-K Bil Teacher	$360	Per Day	6.5 Hours
SUMMER LEARNING	Teacher	3-5 Elem Teacher	$180	Per Day	3.5 Hours
SUMMER LEARNING	Teacher	Camp SIP Teacher	$300	Per Day	6 Hours
SUMMER LEARNING	Teacher	6-8 Teacher	$180	Per Day	3.5 Hours
SUMMER LEARNING	Teacher	6-8 Camp SIP Teacher	$300	Per Day	6 Hours
SUMMER LEARNING	Teacher	9-12 EOC	$360	Per Day	$180/half day
SUMMER LEARNING	Teacher	18+ SPED Teacher Edgenuity	$360	Per Day	6.5 Hours
SUMMER LEARNING	Teacher	TPRS/9-12 Edgenuity	$300	Per Day	6 Hours
SUMMER LEARNING	Counselor	High School / SAS	$300	Per Day	$50 per hour
SUMMER LEARNING	Nurse (RN/LVN)	ELEM	$150	Per Day	$50 per hour
SUMMER LEARNING	Nurse (RN/LVN)	MS	$150	Per Day	$50 per hour
SUMMER LEARNING	Nurse (RN/LVN)	HS	$300	Per Day	
SUMMER LEARNING	Media Specialist	K-5 Media Specialist	$150	Per Day	$50 per hour
SUMMER LEARNING	Media Specialist	9-12 Media Specialist	$150	Per Day	$50 per hour
SUMMER LEARNING	Paraprofessional	Instructional Facilitator/ Reach Assoc.	$25	Per Hour	
SUMMER LEARNING	Instructional Aide	Elementary Blingual Para	$18	Per Hour	
SUMMER LEARNING	Instructional Aide	Elementary ESL Para	$18	Per Hour	
SUMMER LEARNING	Instructional Aide	Elementary Para	$18	Per Hour	
SUMMER LEARNING	Instructional Aide	Elem SSPED Self-Contained Para	$18	Per Hour	
SUMMER LEARNING	Clerk	ELEM/MS/HS	$18	Per Hour	
SUMMER LEARNING	Nurse Aide	Certified	$18	Per Hour	
SUMMER LEARNING	OPT Summer Learning Candidates		$20	Per Hour	
SUMMER LEARNING	TPRS Child Care Worker		$18	Per Hour	
SUMMER LEARNING	Professional Development	SL Teachers	$150	Per Day	
SUMMER LEARNING	Testing Administrators	HS/EOC only	$40	Per Hour	
SUMMER LEARNING	*CCMR/TSIA* Summer Tutoring		$180	1/2 Day	

SUMMER LEARNING	Bus Drivers	Summer Learning Transportation Rates	$35	Per Hour	
SUMMER LEARNING	Bus Monitors	Summer Learning Transportation Rates	$18	Per Hour	
HUMAN CAPITAL					
Talent Development	Odessa Pathways to Teaching	OPT Content Tutor	$40	Per Hour	
Talent Development	Mentor	OPT Summer Learning Candidate Mentor	$500	Per Year	Per Apprentice - Max of 2)
Talent Development	Principals	Assigned Principal Fellows Mentor	$1,500	Per Year	
Talent Development	MCL	Teacher Resident Host Mentor	$1,000	Per Sem	PREP Allotment
Talent Development	Principals	New Principal Mentor	$500	Per Sem	
Talent Development	Teacher Incentive Allotment	Teacher Focus Group	$500	Per Year	Approved by Human Capital
TEMPORARY REPLACEMENTS / SUBSTITUTE and PART-TIME WORKERS					
TEMPORARY	Administrators	High School Principal	$400	Per Day	Contingent upon experience
TEMPORARY	Administrators	Middle School Principal	$375	Per Day	Contingent upon experience
TEMPORARY	Administrators	Elementary Principal	$350	Per Day	Contingent upon experience
TEMPORARY	Administrators	Secondary Assistant Principal	$325	Per Day	
TEMPORARY	Administrators	Elementary Assistant Principal	$300	Per Day	
TEMPORARY	Administrators	Counselor	$250	Per Day	
TEMPORARY	Administrators	Speech Therapists	$340	Per Day	
TEMPORARY	Administrators	Diagnosticians	$300	Per Day	
TEMPORARY	Classroom Substitute -in the same position	Non-Certified	$198	Per Day	Sub Office approval required
TEMPORARY	Classroom Substitute -in the same position	Certified	$228	Per Day	Sub Office approval required
TEMPORARY	Classroom Substitutes	Non-Certified	$120	Per Day	
TEMPORARY	Classroom Substitutes	Certified (in Texas)	$150	Per Day	
TEMPORARY	Substitute and Part-Time	Diagnosticians	$75	Per Hour	
TEMPORARY	Substitute	Food Service/Café Worker	$15.15	Per Hour	
TEMPORARY	Part-Time	Food Service/Café Worker	$15.15	Per Hour	
TEMPORARY	Substitute and Part-Time	General Part-Time Worker	$15	Per Hour	includes summer maint/custodial
TEMPORARY	Substitute and Part-Time	Maintenance Worker - Retired/Former	$15	Per Hour	
TEMPORARY	Substitute and Part-Time	Speech Pathologist	$75	Per Hour	
TEMPORARY	Substitute and Part-Time	Substitute Aide/Clerk Secretary	$15	Per Hour	
TEMPORARY	Substitute and Part-Time	Technician	$15	Per Hour	
TEMPORARY	Substitute and Part-Time	Transportation Worker	TBD	Per Hour	Bus Driver Minimum
TEMPORARY	Substitute and Part-Time	Truancy Court Clerk	$15	Per Hour	
TEMPORARY	Substitute Nurse		$20	Per Hour	
TEMPORARY	Technology	Web Page Development (HS only)	$17	Per Hour	Max 1,000 Per Year
ATHLETICS					
ATHLETICS	**ALL DUTIES PAID FOR REGULAR SEASON, NON-ECISD AND PLAYOFF EVENT, GAME OR TOURNAMENT**				
ATHLETICS	Varsity Football	Supervisor	$100	Per Game	

ATHLETICS	Varsity Football	Scoreboard	$50	Per Game	
ATHLETICS	Varsity Football	Timer/Clock	$50	Per Game	
ATHLETICS	Varsity Football	Announcer	$125	Per Game	
ATHLETICS	Varsity Football	Ticket Takers/Scanners/Bag Check/Sellers	$50	Per Game	
ATHLETICS	Varsity Football	Press box	$50	Per Game	
ATHLETICS	Varsity Football	Ramp Workers HS/MS/Elem Sections	$50	Per Game	Track Monitor
ATHLETICS	Varsity Football	Gates /-Sideline / Elevator	$50	Per Game	
ATHLETICS	Varsity Football	PA Spotter	$50	Per Game	
ATHLETICS	Varsity Football	Chain Crew	$50	Per Game	
ATHLETICS	Varsity Football	Downbox	$60	Per Game	
ATHLETICS	Varsity Football	Open Gates Early	$10	Per Game	Per Athletic Dept Approval
ATHLETICS	Varsity Football	Filming for Daktronics Board	$100	Per Game	
ATHLETICS	Varsity Football	Pre-Production Daktronics	$100	Per Game	
ATHLETICS	Varsity Football	Daktronics and Computer	$100	Per Game	
ATHLETICS	Varsity Football	STATS	$65	Per Game	
ATHLETICS	Junior Varsity Football	Ticket Takers/Scanners/Bag Check/Sellers	$40	Per Game	
ATHLETICS	Junior Varsity Football	Gates	$40	Per Game	
ATHLETICS	Junior Varsity Football	PA Spotter	$40	Per Game	
ATHLETICS	Junior Varsity Football	Chain Crew	$40	Per Game	
ATHLETICS	Junior Varsity Football	Supervisor	$70	Per Game	
ATHLETICS	Junior Varsity Football	Announcer	$60	Per Game	
ATHLETICS	Junior Varsity Football	Scoreboard	$40	Per Game	
ATHLETICS	Junior Varsity Football	Timer / Clock	$40	Per Game	
ATHLETICS	Junior Varsity Football	Downbox	$40	Per Game	
ATHLETICS	Junior Varsity Football	Daktronics and Computer	$70	Per Game	
ATHLETICS	Middle School Football	Ticket Takers/Scanners/Bag Check/Sellers	$30	Per Game	
ATHLETICS	Middle School Football	Gates	$35	Per Game	
ATHLETICS	Middle School Football	Press Box	$35	Per Game	
ATHLETICS	Middle School Football	Chain Crew	$35	Per Game	
ATHLETICS	Middle School Football	Supervisor	$50	Per Game	
ATHLETICS	Middle School Football	Announcer	$50	Per Game	
ATHLETICS	Middle School Football	Scoreboard	$30	Per Game	
ATHLETICS	Middle School Football	Timer	$30	Per Game	
ATHLETICS	Middle School Football	Downbox	$30	Per Game	
ATHLETICS	Middle School Football	Daktronics and Computer	$60	2 Events	
ATHLETICS	High School Basketball	Ticket Seller and Scanners	$30	Per Game	
ATHLETICS	High School Basketball	Ticket Taker	$30	Per Game	
ATHLETICS	High School Basketball	Clock	$30	Per Game	

ATHLETICS	High School Basketball	Bookkeeper	$35	Per Game	
ATHLETICS	High School Basketball	Supervisor	$50	Per Game	per Athletic Dept Approval
ATHLETICS	Middle School Basketball	Ticket Seller	$30	Per Game	
ATHLETICS	Middle School Basketball	Ticket Taker	$30	Per Game	
ATHLETICS	Middle School Basketball	Clock	$30	Per Game	
ATHLETICS	Middle School Basketball	Bookkeeper	$30	Per Game	
ATHLETICS	Middle School Basketball	Supervisor	$50	Per Game	per Athletic Dept Approval
ATHLETICS	High School Volleyball	Ticket Seller and Scanners	$30	Per Game	
ATHLETICS	High School Volleyball	Ticket Taker	$30	Per Game	
ATHLETICS	High School Volleyball	Clock	$30	Per Game	
ATHLETICS	High School Volleyball	Bookkeeper	$35	Per Game	
ATHLETICS	High School Volleyball	Libero er	$20	Per Game	
ATHLETICS	High School Volleyball	Supervisor	$75	Per Day	Tournament
ATHLETICS	Middle School Volleyball	Ticket Seller	$30	Per Game	
ATHLETICS	Middle School Volleyball	Ticket Taker	$30	Per Game	
ATHLETICS	Middle School Volleyball	Clock	$30	Per Game	
ATHLETICS	Middle School Volleyball	Bookkeeper	$30	Per Game	
ATHLETICS	Middle School Volleyball	Libero er	$20	Per Game	
ATHLETICS	Middle School Volleyball	Supervisor	$80	Per Day	Tournament
ATHLETICS	Baseball	Ticket Seller and Scanners	$35	Per Game	
ATHLETICS	Baseball	Ticket Taker	$35	Per Game	
ATHLETICS	Baseball	Scorekeeper	$35	Per Game	
ATHLETICS	Baseball	Pitch Count	$35	Per Game	
ATHLETICS	Baseball	Announcer	$50	Per Game	
ATHLETICS	Baseball	Supervisor	$50	Per Day	Tourn/Playoffs Approval only
ATHLETICS	Softball	Ticket Seller and Scanners	$35	Per Game	Gate and back check included
ATHLETICS	Softball	Ticket Taker	$35	Per Game	
ATHLETICS	Softball	Scorekeeper	$35	Per Game	
ATHLETICS	Softball	Announcer	$35	Per Game	
ATHLETICS	Softball	Supervisor	$50	Per Day	Tourn/Playoffs Approval only
ATHLETICS	High School Soccer Var & JV	Ticket Seller, Scanner, and Bag Check	$35	Per Game	
ATHLETICS	High School Soccer Var & JV	Ticket Taker	$35	Per Game	
ATHLETICS	High School Soccer Var & JV	Gate	$35	Per Game	
ATHLETICS	High School Soccer Var & JV	Announcer	$50	Per Game	
ATHLETICS	High School Soccer Var & JV	Supervisor	$50	Per Game	
ATHLETICS	High School Soccer JV	Daktronics and Computer	$60	Per Game	
ATHLETICS	High School Soccer Varsity	Daktronics and Computer	$60	Per Game	
ATHLETICS	High School Soccer Varsity	Scoreboard	$40	Per Game	

ATHLETICS	High School Soccer Varsity	Timer	$40	Per Game	
ATHLETICS	Middle School Soccer	Ticket Seller	$35	Per Game	
ATHLETICS	Middle School Soccer	Ticket Taker	$35	Per Game	
ATHLETICS	Middle School Soccer	Gate and Bag Check	$35	Per Game	
ATHLETICS	Middle School Soccer	Supervisor	$40	Per Game	
ATHLETICS	Middle School Soccer	Announcer	$40	Per Game	
ATHLETICS	Middle School Soccer	Scoreboard	$30	Per Game	
ATHLETICS	Middle School Soccer	Timer	$35	Per Game	
ATHLETICS	Middle School Track	Certified Referee	$150	Agreed Amt	per Athletic Dept Approval
ATHLETICS	Middle School Track	Assistant Director/Registrar / Data Entry	$20	Per Hour	
ATHLETICS	Middle School Track	Gate Keeper/ Ticket Sellers	$15	Per Hour	
ATHLETICS	Middle School Track	Starter	$150	Agreed Amt	
ATHLETICS	Middle School Track	Announcer	$120	Per Event	
ATHLETICS	Gymnastics	Ticket Sellers and Scanners	$15	Per Hour	
ATHLETICS	Gymnastics	Registration Workers	$15	Per Hour	
ATHLETICS	Gymnastics	Table Workers	$15	Per Hour	
ATHLETICS	Gymnastics	Elementary Meets - Judges	$15	Per Hour	
ATHLETICS	Gymnastics	Elementary - After School PE Aides	OT Rate	8 Weeks	All Schools included
ATHLETICS	Athletics	Pre-Production Daktronics Board	$100	Per Event	
ATHLETICS	Athletics	Filming & Training for Daktronics	$100	Per Event	
ATHLETICS	Athletics	Officials (UIL Schedule fee)	TBD		All Sports
ATHLETICS	Athletics	Write/Develop Coaches Handbook	$17	Per Hour	Off Contract
ATHLETICS	Athletics	Drive Bus	$25	Per Hour	
ATHLETICS	Athletics	Sub/Part Time Ticket Seller	$15	Per Hour	
ATHLETICS	Athletics	Office Ticket Sellers	$15	Per Hour	Summer/Football Season 8-5pm
ATHLETICS	Athletics	Assigner Fees (per Chapter Fee Schedule)	TBD		
ATHLETICS	Cross-Country Meet	Assistant Director/Registrar / Data Entry	$20	Per Hour	
ATHLETICS	W.TX Relays/Dist/Area Track	Assistant Director	$20	Per Hour	
ATHLETICS	W.TX Relays/Dist/Area Track	Registrars / Data Entry	$20	Per Hour	
ATHLETICS	W.TX Relays/Dist/Area Track	Gate Keeper	$15	Per Hour	
ATHLETICS	W.TX Relays/Dist/Area Track	Clerks	$15	Per Hour	
ATHLETICS	W.TX Relays/Dist/Area Track	Ticket Sellers	$15	Per Hour	
ATHLETICS	W.TX Relays/Dist/Area Track	Ticket Takers	$15	Per Hour	
ATHLETICS	W.TX Relays/Dist/Area Track	Timing System	Avg $1,000	Per Day	
ATHLETICS	W.TX Relays/Dist/Area Track	Press box Attendant	$15	Per Hour	
ATHLETICS	W.TX Relays/Dist/Area Track	Pre-Production Daktronics Board/Filming	$100	Per Day	
ATHLETICS	W.TX Relays/Dist/Area Track	Daktronics and Computer	$100	Per Day	
ATHLETICS	W.TX Relays/Dist/Area Track	Starter	Avg $150	Agreed Amt	

ATHLETICS	W.TX Relays/Dist/Area Track	Announcer	$120	Per Event	
ATHLETICS	W.TX Relays/Dist/Area Track	Certified Referee	Avg $250	Per Game	Not Held Every Year
ATHLETICS	Summer Strength & Cond.(UIL)	Director/Athletic Trainer	$25	Per Hour	
ATHLETICS	Summer Strength & Cond.(UIL)	Instructors	$22	Per Hour	
ATHLETICS	Graduation	Ramps/Usher/Gates	$100	Per Event	
ATHLETICS	Graduation	Nurse/Trainer	$30	Per Hour	
ATHLETICS	Powerlifting	Judge	$125	Per Event	Program Comp Operator/Judge
ATHLETICS	Powerlifting	Table Admin Assistant	$25	Per Event	Expeditor/Table Admin Assistant
ATHLETICS	Cheerleading	Judges	$200	Per Event	Judges
ATHLETICS - UTPB	UTPB Football	Gates	$45	Per Game	
ATHLETICS - UTPB	UTPB Football	PA Spotter	$40	Per Game	
ATHLETICS - UTPB	UTPB Football	Chain Crew	$40	Per Game	
ATHLETICS - UTPB	UTPB Football	Supervisor	$60	Per Game	
ATHLETICS - UTPB	UTPB Football	Assistant Supervisor	$50	Per Game	
ATHLETICS - UTPB	UTPB Football	Announcer	$120	Per Game	
ATHLETICS - UTPB	UTPB Football	Scoreboard	$50	Per Game	
ATHLETICS - UTPB	UTPB Football	Timer	$50	Per Game	
ATHLETICS - UTPB	UTPB Football	Downbox	$45	Per Game	
ATHLETICS - UTPB	UTPB Football	Filming & Training for Daktronics Board	$100	Per Game	
ATHLETICS - UTPB	UTPB Football	Pre-Production Daktronics	$100	Per Game	
ATHLETICS - UTPB	UTPB Football	Daktronics and Computer	$85	Per Game	
FINE ARTS					
FINE ARTS	Fine Arts	Coordinator District Fine Arts Event	$350	Per Event	
FINE ARTS	Music Judges	Judge Student Solos and Ensembles	$15	Per Hour	
FINE ARTS	Piano Accompanist	ECISD Music Ensembles	$40	Per Hour	
ACADEMIC CONTESTS					
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Octathlon Coordinator - Judges	$300	Per Meet	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Octathlon Essay Judge	$75	Per Meet	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Octathlon Test Monitor	$75	Per Meet	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Octathlon Speech Judge	$75	Per Meet	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Octathlon Computer Staff	$100	Per Meet	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Octathlon Super Quiz Proctor Coordinator	$75	Sat PM	For procuring personnel
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Octathlon Speech Timer	$50	Per 2.5 hr	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Octathlon Super Quiz Proctor Coordinator	$50	Per 2.5 hr	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Octathlon Exam Runner	$75	Per 6 hours	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Decathlon Tabulators	$50	Fri PM	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Decathlon Tabulators	$100	Sat AM/PM	

ACADEMIC CONTESTS	ACADEMIC CONTESTS	Decathlon Computer Staff - Data Entry	$50	Fri PM	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Decathlon Computer Staff - Data Entry	$100	Sat AM/PM	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Decathlon Computer Staff Coordinator	$200	Per Meet	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Decathlon Awards/Tabulation Coordinator	$280	Per Meet	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Decathlon Essay Graders	$75	Fri AM/PM	Training Meeting
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Decathlon Super Quiz Proctors	$50	Sat PM	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Decathlon Super Quiz Proctor Coordinator	$75	Sat PM	For procuring personnel
ACADEMIC CONTESTS	ACADEMIC CONTESTS	Admin -Emcee Super Quiz & Banquet	$100	For 5 Hours	
ACADEMIC CONTESTS	ACADEMIC CONTESTS-ECISD Admin	ECISD Awards Manager	$280	For 14 Hour	
ACADEMIC CONTESTS	ACADEMIC CONTESTS	AAS Secretary & AAS Clerks	OT Rate	Per Hour	
CAMPUS					
CAMPUS	Science Liaison (Lamar only)		$1,600	Per Year	
CAMPUS	"Just Say No" Sponsor		$300	Per Year	
OTHER					
OTHER	Bus Driver	Day trips of 5 or more hours	$2.58	Per Hour	Overnight trips not applicable
OTHER	Bus Driver Secondary AEP	Drivers & Monitors	$0.55	Per Hour	added duties only
OTHER	Bus Driver Trainer - Certified		$3,000	Per Sem	
OTHER	Bus Driver Specialist		$1.00	Per Hour	per hour for supervision duties
OTHER	Regional Day School Program	Interpreter, Teacher	$25	Per Hour	Off-Duty
OTHER	Regional Day School Program	Interpreter, Aide	$15	Per Hour	Off-Duty
OTHER	Regional Day School Program	Sign Language Teacher	$30	Per Hour	Off-Duty
OTHER	Departmental	Document Translation	$30	Per Hour	
OTHER	Elem Attendance/PEIMS	Clerks -10 extra days for prep work	Hourly Rate	Per Hour	Not to exceed 80 hours
OTHER	Enhancement/Staffing	Teacher of Record/CaseLoad Enhancement	$3,500	Per Sem	Approval req.Paid January/June
OTHER	Enhancement/Staffing	Daily Conference Coverage/Sub Shortage	$21	Per Day	Principal Approval required
OTHER	FAFSA Night Support	FAFSA Night Support	$32	Per Hour	Principal Approval required
OTHER	Graduation	Exempt	$17	Per Hour	
OTHER	Graduation	Nurse	$20	Per Hour	
OTHER	Graduation	Non-Exempt	OT Rate	Per Hour	
OTHER	Innovation Architect		$30	Per Hour	
OTHER	Maintenance	Tower Work	$75	Per Hour	2 Hour Minimum
OTHER	Parent Asisstance Services	Professionals	$32	Per Hour	
OTHER	Parent Asisstance Services	Paraprofessionals	$18	Per Hour	
OTHER	Performing Arts Center (PAC)	Supervisor:Open/Close/Monitor/Technical	$25	Per Hour	Paid by depart/campus budget
OTHER	Police Department	Holiday Patrol	TBD	Per Hour	Hourly Rate of Officer
OTHER	Police Department	Transportation Substitute	$15	Per Hour	
OTHER	Police Department	Holiday/24 Hour call	$150	Per Day	

OTHER	Police Department	Holiday/12 Hour call	$125	Per Day	
OTHER	Special Education Program	Child Care Substitute	$15	Per Hour	
OTHER	Special Education Program	In-Home Trainer	$17	Per Hour	Off-Duty
OTHER	SPED: Diag, School Psychologist, SLP	Evals/Reports/Student Support Services	$75	Per Hour	
OTHER	Strategic School Admin PD Assignment		$300	Per Day	Specific Non-duty days as approved by Chief of Schools
OTHER	Student Assistance Services	Care Team Trainer	$45	Per Day	
OTHER	Student Services	School Action Fund (SAF) Family Engagemnt Planning.Events	Varies		$360/day; $180 per 1/2 day; or $32/hour
OTHER	Teacher Incentive Allottment (TIA)	TIA Assessment Creation/Implementation	$500	Per Assessment	Prior Approval Required
OTHER	Transportation	Day Trip Less than 100 Miles	$50	Per Trip	
OTHER	Transportation	COC Route	$25	Per Route	
OTHER	Transportation	Driver Certification	Hourly Rate		
OTHER	Travel - School Nutrition Managers		TBD		Standard mileage reimbursement based on distance from assigned campus to School Nutrition office, one annual payment.
OTHER	Unforeseen Circumstances	Negotiated, based on appropriate market conditions	TBD		Superintendent Approval Required

Ector County ISD

2026-2027 New Hire Guide for Teachers with Resident Enhanced Certification

$63,200 starting

Years of Experience	PROPOSED 26-27 New Hire Salary
0	$63,200
1	$64,050
2	$64,900
3	$65,750
4	$66,600
5	$67,450
6	$68,300
7	$69,150
8	$70,000
9	$70,850
10	$71,700
11	$72,200
12	$72,700
13	$73,200
14	$73,700
15	$74,200
16	$74,700
17	$75,200
18	$75,700
19	$76,200
20	$76,700
21	$77,200
22	$77,700
23	$78,200
24	$78,700
25	$79,200
26	$79,700
27	$80,200
28	$80,700
29	$81,200
30+	$81,700

The salaries listed above are based on 10-month employment for the 2026-2027 school year. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Pay increases are based on the annual pay raise budget approved by the Board of Trustees.

$1,500 Master's Degree - General Stipend

$2,500 Master's Degree - Subject-Area Stipend

$3,650 Doctorate Degree Stipend

ECISD Teacher Incentive Allotment SPENDING PLAN

Allotment

The TIA Spending Plan is included as part of the District's compensation plan adopted each year according to the Board calendar.

TEA Statute requires that 90% of TIA funds be distributed directly to teachers.

TEA Statute allows 10% of the TIA funds to be retained by the District for program implementation. ECISD will retain 10% of the total allotment.

Pursuant to Texas Education Code (TEC) Section 48.112(i)(1)(A)(B), a District shall annually certify that funds received under this section were used as follows: At least 90% of each allotment received was used for the compensation of teachers employed on the campus at which the teacher for whom the District received the allotment is employed and any other funds received under this section were used for costs associated with implementing Section 21.3521(Local Optional Teacher Designation System), including efforts to support teachers in obtaining designations.

100% of generated funds are paid by August 31st each year according to the TEA Guidebook Spending Requirements.

Allotment Payout Timeline

TEA notifies the District in February if the data submission from the previous October has been fully accepted or not. If full acceptance of the data submission is granted, teachers will receive the 90% of the generated allotment in one lump sum in June. The allotment is TRS eligible and subject to Federal, State, local fees and taxes.

If a designated teacher meets all eligibility requirements for strategic compensation and then retires or resigns from the District effective at the completion of the teacher's contract, the teacher will receive the allotment payout as scheduled. The teacher will be responsible for providing the District with correct forwarding information in Employee Self Service (ESS) so the strategic compensation can be successfully remitted, if needed.

If a designated teacher resigns after the Winter Class Roster and before the end of the contract year the generated allotment will be distributed to the campus.

If a designated teacher does not meet the local eligibility of 90% attendance for two consecutive years, the generated allotment is distributed to the campus.

If a designated or a NBCT moves to the district, the same eligibility and guidelines are used for allotment distribution as with current designated teachers in the districts.

Allotment Amount

The allotment amount generated for a designated teacher is determined by TEA based on the campus location of the Teacher of Record (TOR/ST) at Winter Class Roster submission in February. TEA generates the amount according to the TIA funding website

at https://tiatexas.org/funding/#.
Allotment Payout and Calculation

The “net” allotment amount received by the teacher in June is approximately 56% of the total allotment generated by the designation after Federal, State, and local taxes and fees are applied.
The taxes and fees amount that total to approximate 44% are:

•12% is deducted from 90% of the total allotment. The 12% is known as employer fees. This 12% is deducted before the new total amount is entered for the employee.

The new total is the amount shown on the employee’s pay stub titled “Bonus-Other”. Personal employee taxes and fees are then deducted in the approximate amounts:
•8.00% TRS
•0.65% TRS Care (Insurance)
•1.45% Medicare
•22.0% Federal withholding

Therefore, by adding 12% + 8.65% + 1.45% + 22% = approximately 44% of the total generated allotment. These rates may vary slightly and are dependent upon Federal and State tax and fee guidelines.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Maurico Marquez, Chief Schools Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2026-2027 STUDENT CODE OF CONDUCT AND REVISIONSTO THE STUDENT HANDBOOK FEES**

DATE: June 16, 2026

The Board of Trustees is asked to approve the ECISD 2026-2027 Student Code of Conduct and revisions to the Student Handbook fees. The Student Code of Conduct is based on the TASB Model Student Code of Conduct.

****

Administrative Recommendation:

Approval of the 2026-2027 Student Code of Conduct and revisions to the Student Handbook fees.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

SUBJECT: **DISCUSSION AND REQUEST FOR APPROVAL TO DELEGATE HIRING AUTHORITY TO THE SUPERINTENDENT FOR CONTRACTUAL PERSONNEL STIPULATED IN POLICY DC(LOCAL) THROUGH THE END OF AUGUST 2026**

DATE: June 16, 2026

Due to the need to hire principals, executive directors, and above, between board meetings during the months of June, July, and August, the Superintendent is requesting approval to employ these contractual positions during this time period. Employees hired under this provision would be reported at the next regular Board meeting.

****

Administrative Recommendation:

Approval to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC (LOCAL) through the end of August 2026

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Action Page

TO: Board of Trustees

FROM: Dr. Keeley, Superintendent of Schools

SUBJECT: **DISCUSS AND CONSIDER BOARD APPROVAL OF A DELEGATE AND ALTERNATE TO THE TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) DELEGATE ASSEMBLY**

DATE: June 16, 2026

TASB's Delegate Assembly will be held on Friday, October 9, 2026 in conjunction with txEDCON 2026 at the George R. Brown Convention Center in Houston, Texas. Attending Delegate Assembly gives the Board the opportunity to participate in the member-driven process that governs TASB. Delegates will elect TASB officers and directors, vote on TASB's Advocacy Agenda and other Association business, have the opportunity to interact with other board members in our region, and earn continuing education training credit.

TASB is requesting that the Board consider appointing experienced Board members who are well-informed on the wide range of issues impacting public education today.

****

Administrative Recommendation:

The Board of Trustees to elect a delegate and alternate to the Delegate Assembly of the Texas Association of School Boards.

TASB

2026

Discover the Delegate Experience

About Delegate Assembly

Simply put, the TASB Delegate Assembly is your annual membership meeting. Most importantly, this event is where all members have a voice in the overall direction of the organization — from electing who will serve on the TASB Board to approving the education issues that will be included in the TASB Advocacy Agenda.

Your Board's Voice

As an Active Member of TASB, your board has the exclusive right to have a voting Delegate and Alternate at the Assembly. Your Delegate will be the voice for your board, ensuring the priorities for your district and community are reflected in TASB's work. Your Delegate must be a trustee on your board. Your Alternate, also a trustee, serves as a backup for your Delegate, ensuring your board's voting privileges are covered on the Assembly floor.

What to Expect as a Delegate and Alternate

As your board's representative, you serve as the voice not just for your board, but also your district, your students, and your community. Here are the key things you need to know to prepare for your role as a Delegate or Alternate.

20 Days Before the Assembly

The Delegate Handbook and Nominations Committee Report will be posted 20 days before the Assembly. You will receive an email when the materials are posted at tasb.org/delegate. These materials cover the action items under consideration by this year's Assembly.

Then, it's time to prepare for the meeting.

1. **Review the materials.** Make sure you are familiar with all the items under consideration.

2. **Come prepared to share your district's voice.** Work with your fellow board members to determine how your board stands on the action items and if you have concerns to take to the Assembly.

3. **Study the Delegate Assembly rules and Action Form.** Like any governing body, there are rules and processes to ensure a productive meeting.

4. **Watch your mail!** You will receive an envelope with your Delegate (or Alternate) ribbon, which you can attach to your name badge when you arrive at the txEDCON. This ribbon will grant you access to all of the Delegate Assembly activities.

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Discover the Delegate Experience

Day of the Assembly

Regional Caucus

You will start your Delegate duties by attending your regional caucus. This is a great opportunity to meet with colleagues from your region, including your TASB Directors. You will discuss the agenda items and get answers to any questions you may have about the Assembly and processes.

Action Forms

You may use the Action Form at the back of the Handbook to pull items for individual consideration or to propose an amendment to an item. The forms must be turned in to the Action Form Desk near the Assembly floor entrance 15 minutes before the start of the Assembly.

The Assembly

You will go directly from your regional caucus to the Assembly, so you can find your section on the floor and turn in Action Forms, if needed. The floor is divided by TASB region. TASB staff members, holding red clipboards, are assigned to each area to check you in and assist you during the meeting.

But What About...?

If you have any questions about Delegate Assembly, we are here to help! Your TASB Directors will be with you every step of the way, leading your regional caucus and sitting near you on the Assembly floor. TASB staff will be stationed at the Information Tables near the main entrance of the Assembly floor.

If you have questions before the meeting, contact the TASB Board and Management Services team at **800-580-8272** or **membercommunications@tasb.org**.

2026 Delegate Assembly

When:

Friday, Oct. 9

10 a.m., Regional Caucuses
11:15 a.m., Action Form Deadline
11:30 a.m., Delegate Assembly (includes lunch)

Where:

George R. Brown Convention Center, Houston

(Held in conjunction with txEDCON)

Complimentary lunch is provided to Delegates and Alternates.

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TASB

2026

Name Your Delegate

As an Active Member of TASB, your board has the exclusive right to have a voting Delegate and Alternate at the Delegate Assembly. Here are the steps your board should take to ensure you have a voice at the Assembly.

Place an item on your upcoming board agenda.

With registration opening in July, it is important that your board take action before then, so you are prepared to register your Delegate and Alternate.

Suggested agenda language:

- **Item name:** Discuss and consider board approval of a Delegate and Alternate to the Texas Association of School Boards (TASB) Delegate Assembly.
- **Background:** TASB's Delegate Assembly will be held [INSERT DATE], during txEDCON in [INSERT LOCATION]. Attending Delegate Assembly gives the board the chance to participate in the member-driven process that governs TASB. Delegates will elect TASB officers and directors, vote on TASB's Advocacy Agenda and other Association business, have the opportunity to interact with other board members in our region, and earn continuing education training credit.
- **Recommended Action:** I recommend that the Board of Trustees name [INSERT NAME] as the Official Voting Delegate and [INSERT NAME] as the Alternate to the [INSERT YEAR] TASB Delegate Assembly.

Select your Delegate and Alternate.

Your Delegate, and Alternate, will be voting on important Association business, so carefully consider who you want representing your board and district. As school board members, all of you already have the most important qualification: a passion for Texas public schools and the students they serve. Now, think about who would best fit these qualities:

- **Knowledge:** The Assembly will consider a wide range of advocacy issues. Who has the best background on the challenges and concerns for your district and community?
- **Voice:** Delegates may submit amendments to proposed action items. Who would be best equipped to consider how amendments may affect your district and then take action based on your board's priorities?
- **Commitment:** The Regional Caucuses and Assembly are held during txEDCON. Who can commit their time to the full meeting?

TASB Delegate Assembly

Member Focused. Member Led.

tasb.org/delegate

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Name Your Delegate

Register your representatives

Registration will open in July as part of txEDCON registration. Make sure your board takes action now to select your representatives, so you are ready as soon as registration opens! Your superintendent or superintendent secretary will be able to submit your board's Delegate and Alternate at the same time as they register your team for convention. More information will be shared in late June.

Watch for your Assembly materials.

Twenty days before the Assembly, the *Delegate Handbook* and Nominations Committee Report will be posted at **tasb.org/delegate**. Your registered Delegate and Alternate, as well as your board president and superintendent, will receive an email when the materials are available.

Questions?

If you have any questions about Delegate Assembly or naming your board's representatives, contact TASB Board and Management Services at **800-580-8272** or **membercommunications@tasb.org**.

2026 Delegate Assembly

When:

Friday, Oct. 9

10 a.m., Regional Caucuses
11:15 a.m., Action Form Deadline
11:30 a.m., Delegate Assembly (includes lunch)

Where:

George R. Brown Convention Center, Houston

(Held in conjunction with txEDCON)

Complimentary lunch is provided to Delegates and Alternates.

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Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Superintendent of Schools

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF THE SELECTION PROCESS AND TIMELINE FOR FILLING THE ECTOR COUNTY ISD SINGLE-MEMBER DISTRICT 1 BOARD OF TRUSTEE VACANCY**

DATE: June 16, 2026

The Board of Trustees will discuss the selection process and timeline for filling the Ector County ISD Single-Member District 1 Board of Trustee vacancy.

****

Administrative Recommendation:

Approve selection process and timeline for filling the Ector County ISD Single-Member District 1 Board of Trustee Vacancy as presented.

BOARD OF TRUSTEES

SUBJECT: Consent Agenda **PRESENTED BY:** Dr. Keeley S. Boyer

BACKGROUND INFORMATION:

Ector County ISD adopted the use of the consent agenda as a means of expediting regular meetings. Consent agenda items consist of typical or routine matters in nature and typically have been discussed in a prior Board Work Study session. As such, the Board can consider all items included in the Consent Agenda with one motion. Should the Board choose to consider any item on the Consent Agenda separately, that item can be removed from the Consent Agenda, discussed, and voted on separately.

ADMINISTRATIVE RECOMMENDATION:

Approval of the Consent Agenda.

REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

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

May 12, 2026 – Board Workshop Meeting
May 19, 2026 – Regular Board Meeting

AT A BOARD WORKSHOP OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON MAY 12, 2026, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING THIRD FLOOR CONFERENCE ROOM A/B, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:

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

School Officials: Dr. Keeley Boyer, Mike Adkins, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Dr. Matthew Spivy, Alicia Syverson, Dr. Lauren Tavarez, Dr. Robert Trejo

Others: Tatiana Dennis, Edith Sanchez, Leticia Bernal, Taylor Laing, Rose Valderaz, Stacey Nunez, Nory Leachon, Sandra Talavera, Rita Lopez, Mary Franco

27593 **Meeting Called to Order**: Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

27594 **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, 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.

27595 **Opening Remarks by Superintendent**: In her opening remarks, Superintendent Dr. Keeley Boyer reminded Trustees of the end-of-year celebrations coming up in the next week or so. Thursday is Big Check Day in ECISD when teachers receive their Teacher Incentive Allotment designations. Friday morning are Employee of the Year announcements, and Friday night are the first two graduations ceremonies – Odessa Collegiate Academy at 6:00 p.m. and OCTECHS at 8:00 p.m. And there is more next week.

27596 **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.

Board Policy

27597 **Discussion of Revisions to Local Board Policy DEC(LOCAL): Compensation and Benefits: Leaves and Adsences**: Chief Human Capital Officer Dr. Matt Spivy presented this item for discussion. The recommended change would amend

the current policy on payment for accumulated State Leave is to allow a retiring employee with at least 30 years of consecutive service to ECISD (starting on or before September 1, 1996) to be paid for said State Leave at one-half the employee's daily rate, to a maximum of 90 days. This impacts 115 employees today. Once the employee specified in this policy has received payment for accumulated State Leave the employee may not be reemployed in the District, as the State Leave days do not zero-out or go away, even after a payout.

No action required.

Report/Discussion Items

27598 **Presentation and Discussion of Travis Elementary Update**: Associate Superintendent of Student and School Support Alicia Syverson presented Trustees with a report on the opening of the ECISD Welcome Center at Travis Elementary. The Welcome Center is intended to be a convenient, one-stop shop for parents when enrolling their students and seeking various wrap-around support services. The Admissions Office and the Community Outreach Center moved into the Welcome Center on April 27. Teen Parent Related Services will be relocating there, as well, and there are plans for family engagement space and special services in the future. As part of the presentation a video was shared giving Trustees a look at how Travis Elementary will go on as an important piece of ECISD's story. Travis Elementary was closed at the end of the 2023-24 school year due to low enrollment.

No action required.

27599 **Presentation and Discussion of High-Quality Childcare Launch at Travis Elementary**: Associate Superintendent of Student and School Support Alicia Syverson presented this item for discussion. Trustees were provided with an update on the District's efforts to find a partner to provide high-quality childcare in the new Welcome Center at Travis Elementary. A second part of the Welcome Center story is a proposed partnership with Toya's Precious Jewels Academy of the Permian Basin to establish a high-quality childcare center at the facility. Trustees voted in June 2024 to allow the campus to be used for a purpose other than a district purpose specifically to seek such a partnership with a Texas Rising Star 3-or-4-Star Designated center that would benefit ECISD and our community. Statistically, several zip codes in Ector County are considered Childcare Deserts due to the lack of high-quality centers for the number of children ages 0-5 in that area. The proposed five-year lease would give Toya's Precious Jewels Academy the northern wing of Travis with its own secure entrance. There would be no cost to the District.

No action required.

27600 **Budget Update Discussion**: Chief Financial Officer Albessa Chavez presented this item for discussion. An increase in revenue is projected; however, costs continue to rise. A look at 2026-27 projections shows revenue of more than $351

million offset by expenses of $358 million. If these projections hold true, it would leave the District's fund balance at approximately $99 million or the equivalent of a 100 days of expenses. That is about 10 days above the state recommended guidelines. District leadership has taken a number of steps to reduce expenses like cutting departmental budgets by 20% and closing vacant positions. The revenue projections are based on student enrollment, average daily attendance, and tax collection rates remaining about the same as they are this year. The 2026-27 budget will be presented and approved in June.

No action required.

27601 **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.]**:

There was no closed session.

27602 **Closing Remarks by Superintendent**: There were no closing remarks.

27603 **Adjournment**: Board President Tammy Hawkins adjourned the Board meeting at 6:56 p.m.

_____	_____
Board President	**Board Secretary**
Tammy Hawkins	*Robert Thayer*

AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON MAY 19, 2026, 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	
Robert Thayer	
Wayne Woodall	

School Officials: Dr. Keeley Boyer, Mike Adkins, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Dr. Matthew Spivy, Alicia Syverson, Dr. Lauren Tavarez, Dr. Robert Trejo

Others: Alex Reynolds, Sam Magallan, Stacey Nunez, Scott Rudes, Ryan Merritt, Mark Gabrylczyk, Judge Dustin Fawcett, Morgan Eaton, Lettie Bernal, Magdalena Aguilar, Rose Valderaz, Tracey Borchardt, Taylor Laing, Cheryl Wilson, Berta Saldibar, Karl Miller, Amanda Brown, Jessica Rivas, Lacey & Wes Lancaster, Latoya & Ed Mayberry, Debbie Sturgeon, Marcus Mitcham, Linus Mitcham, Claudia Molinar, Naomi Fuentes, Melisa Valenzuela, Gavin Hinojos, Natalie Leyva, Aran Leyva, Brandie Elan, Lorena Lujan, Rita Sotelo, Nataly Sotelo, Katie-Lynn Poindexter, Aaron Hawley, Scott Windham, Sandra Lopez, Nory Leachon, Rita Lopez, and Mary Franco

27604 **Meeting Called to Order**: Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

27605 **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, 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.

27606 **Pledge of Allegiance to United States and Texas Flags**: The United States and Texas flag pledges were led by Burleson Early Education Center Student Adelaida Melendez and Roxi Lowry.

27607 **Invocation**: The Invocation was led by Youth Pastor Branden Leal, Hope Alive Church.

27608 **Special Presentations**:

Introduction of the Class of 2026Valedictorians and Salutatorians: The Valedictorians and Salutatorians for the Class of 2026 were introduced in the order of upcoming graduation ceremonies. Each high school principal was invited to the podium to announce and recognize their respective students.

OCTECHS – Principal Karl Miller
Angelique Navarrete, *Valedictorian*
Maudicel Chavez, *Salutatorian*

Odessa Collegiate Academy – Principal James Ramage
Betanya Hailu, *Valedictorian*
Siena Pangan, *Salutatorian*

George H.W. Bush New Tech Odessa – Principal Abel Avila
Javier Hernandez, *Valedictorian*
Denize Querikiol, *Salutatorian*

STEM Academy – Dean of Students Jacob Green
Katie-Lynn Poindexter, *Valedictorian*
Emmanuel Herrera, *Salutatorian*

Permian High School – Principal Dr. Delesa Styles
Nishi Handawela, *Valedictorian*
Gavin Hinojos, *Salutatorian*

Odessa High School – Principal Hector Limon
Shijay Sivakumar, *Valedictorian*
Richardo Valderaz, *Salutatorian*

Announcement of Spirit Scholarship Recipients: Chief Communications Officer Mike Adkins introduced the Spirit Scholarship Recipients. When a company requests permission to use one of our trademarked logos for Permian High School (PHS) or Odessa High School (OHS), they are required to enter into a licensing agreement and pay an associated annual fee. These licensing fees are pooled into a dedicated scholarship fund that supports students from both high schools. This year, thirteen (13) students from each high school were selected to receive a $1,000 scholarship. Recipients are chosen based on involvement in four key areas: Athletics, AVID, Career & Technical Education, and Fine Arts.

The recipients of this year's Broncho Spirit and MOJO Spirit Scholarships are as follows:

Permian High School
- Carlos Andrade Arita | UTPB
- Analise Antillon | UTPB – Pre-Med, Neurosurgeon
- London Bentley | St. Mary's University - Major in Biology, Neonatologist
- Haylee Lancaster | UTEP - Business & Marketing and play soccer at UTEP
- Sophia Meraz | Texas A&M - Psychology & Medical Field
- Jillian Mitcham | Texas Tech - Nursing
- Alessandra Molinar | Odessa College – Fire Academy
- Natalie Rivas | UTPB – Orthopedic Surgery
- Bridgit Smithee | Tarleton State University - Veterinarian
- Lily Windham | Baldwin Wallace University - Actor
- Trace Brown | University of Northwestern Ohio – Monster Jam Technician
- Madison Ortiz **|** UT San Antonio – Forensic Nurse Practitioner
- Daniel Sanchez Villa | Midland College /Texas A&M – Electrical Engineering

Odessa High School
- Neveah Scott | McMurry University - Veterinarian
- Andralyn Yardly | Texas Tech University – Animal Science
- Briana Ortega | Texas Tech University – Nursing *(not in attendance)*
- Xavior Baeza | Universal Technical Institute – Collision Repair
- Lindsay Natividad | UTPB – Early Childhood
- Richardo Valderaz | Texas Tech University – Mechanical Engineering, Ultimately to be an Astronaut
- Mathew Torres | University of Texas – Mechanical Engineering
- Shijay Sivakumar | Columbia University – Biochemistry & Linguistics
- Katherin Brea Matos | UTPB - Psychology
- Chaturya Gangireddy | University of Texas - Biology
- Annabel Martinez | Texas Tech University – Pre-Nursing
- Aitza Vasquez | UTPB – Business Management
- Bonifacio Leyva | Texas Women's University – Dental Hygiene

Announcement of Memorial Scholarship Recipients: Following the tragic shootings in August 2019, our school district established the Memorial Scholarship Fund to serve as a vehicle for receiving memorial or honorary donations from community members that would then be awarded as scholarships to graduating seniors. This year the scholarships are $600 per student. Students apply for the scholarship, and each campus has a committee to review then select the recipients.

Permian High School
- Addison Martin | Texas Tech University - Nursing

Odessa High School
- Katherin Brea Matos | UTPB - Psychology

New Tech Odessa
- Joli Lea Swilling | UTPB – Business Management

Odessa Collegiate Academy
- Jazmine Sotelo | Texas Tech University – Pediatric Nurse Practitioner

OCTECHS
- Daniel Calderon | Culinary Institute of America – Open a Bakery

27609 **Opening Remarks by Superintendent**: In opening remarks, Superintendent Dr. Keeley Boyer announced the results of Big Check Day, the district's annual announcement of Teacher Incentive Allotment (TIA) awards. This spring, 532 ECISD teachers received state designations, earning a total of $6.387 million in TIA incentives. Dr. Boyer then introduced a video from the press event held last Thursday at Sam Houston Elementary.

27610 **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, LaToya and Ed Mayberry, owners of Toya's Precious Jewels Academy, introduced themselves and shared the organization's core values with the Trustees. Later in the meeting, Trustees approved a childcare partnership with TPJA.

Board Policy

27611 **Discussion of and Request for Approval of Revision to Local Board Policy DEC(LOCAL) – Compensation and Benefits: Leaves and Absences**: Moved by Thayer, seconded by Woodall to approve the Revisions to Local Board Policy DEC(LOCAL) - Compensation and Benefits: Leaves and Absences as presented. This change amends the policy on payment for accumulated State Leave to allow a retiring employee with at least 30 years of consecutive service to ECISD (starting on or before September 1, 1996) to be paid for said State Leave at one-half the employee's daily rate, up to a maximum of 90 days. This impacts 115 employees. Once the employee specified in this policy has received payment for accumulated State Leave the employee shall not be eligible for full-time reemployment in a position that would be eligible to accrue state of local leave.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

Bond 2023

27612 **Bond 2023 Update**: Associate Superintendent of District Operations Dr. Anthony Sorola and Chief Financial Officer Albessa Chavez provided the Board of Trustees with an update on the progress of Bond 2023 projects.

ATLAS Career & Technical Education Center:

- Structural steel installation is underway
- Masonry work has begun
- Sewer, electrical, and plumbing work continue

Adela & Gilbert Vasquez Middle School:

- Nearing completion for its August opening
- Interior finishes are ongoing in the education wing, kitchen, and library
- Athletic field installation is in progress

PHS Auditorium:

- Stage lights have been installed
- Stage extension is approximately 90% complete
- Sound cloud installation is about 90% complete
- Concourse wall paneling is roughly 95% complete
- Seats installation is underway

Transition Learning Center:

- Concrete has been poured
- Steel beams have been delivered to the site

PHS JROTC Facility:
- Metal panel installation is about 98% complete
- Electrical work is approximately 90% complete
- Firewall awaiting final inspection

Agricultural (Ag) Farm Facility:
- Excavation continues for network communications line
- Septic and electrical work are in progress
- Plans for north & south animal pens are under review

New Transportation Facility:
- Slab grade work is ongoing
- Additional testing has been requested

Priority 1 & 2 Renovation/Replacement Projects:
- Cameron, Reagan, Ross, and Gonzales Elementary Schools are currently undergoing asbestos abatement
- Bonham, Burnet, Goliad, New Tech Odessa, and Wilson & Young are scheduled for summer abatement work

Bond Financial Update:
- 2025–26 actual expenses increased approximately 3%, primarily due to payment of completed work purchase orders
- School bus purchases have been completed
- Middle school choir risers have been received and installed
- Two additional Bond 2023 projects have been completed

No action required.

27613 **Discussion of and Request for Approval of Bond 2023 Purchases over $100,000**: Moved by Miller, seconded by Woodall to approve the Bond 2023 Purchases over $100,000 as presented. The items on the list this month are $16 million for roofing construction manager at risk services for five schools, and $420,000 for asbestos abatement prior to construction at five additional schools.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

Action Items

27614 **Discussion of and Request for Approval of Purchases over $100,000**: Moved by Brown, seconded by Thayer to approve the Purchases over $100,000 as presented. There are several items on the list this month including food, supplies, a generator, and kitchen security cameras for the School Nutrition Department; dropout prevention/recovery through Acceleration Academies; student behavioral intervention curriculum; and college and career online platform.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27615 **Discussion of and Request for Approval of 2026-2027 Gifted and Talented Plan**: Moved by Stanley, seconded by Thayer to approve the 2026-2027 Gifted and Talented Plan as presented. The Texas Education Agency's goals for students in GT is to demonstrate skills in self-directed learning, thinking, research and communication through innovative products and performances of professional quality. This year, 3,337 or just 10.6% of students are in G/T. The program aims for the GT student population to closely reflect the demographics of the District's overall enrollment. Through the use of universal screeners (in kindergarten, 2nd grade, 3rd grade, and 5th grade), and the fact that information about and access to GT testing for all students in ECISD is available, the number of referrals of students to G/T is improving. GT students in kindergarten through 2nd grade are served through clustered inclusion; in 3rd grade through 6th grade, students are served through a pull-out (120 minutes weekly) and in clustered classes; in middle school students participate in Honors classes or the Choice program International Baccalaureate (IB); and in high school they receive services through International Honors, Honors, and Advanced Placement classes or the Choice programs of Career & Technical Education and IB. A few of the other services offered by ECISD's G/T program are Camp SIP, chess tournaments, and Super Saturday conference.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27616 **Discussion of and Request for Approval of Lease Agreement between Ector County ISD and Toya's Precious Jewels Academy of the Permian Basin**: Moved by Thayer, seconded by Woodall to approve Lease Agreement between Ector County ISD and Toya's Precious Jewels Academy of the Permian Basin as presented. Toya's Precious Jewels Academy of the Permian Basin will operate a childcare center at the new ECISD Welcome Center at Travis Elementary. The initial agreement is for a five-year period, giving TPJA access to the north wing of the building with its own secure entrance. Trustees voted in June 2024 to allow the campus to be used for a purpose other than a district purpose specifically to seek such a partnership with a Texas Rising Star 3-or-4-Star Designated center that would benefit ECISD and our community. Statistically, several zip codes in Ector County are considered Childcare Deserts due to the lack of high-quality centers for the number of children ages 0-5 in that area.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27617 **Discussion of and Request for Approval of Amended and Restated Agreement between Ector County ISD and the University of Texas Permian Basin**: Moved by Woodall, seconded by Abalos to approve the Amended and Restated Agreement between Ector County ISD and the University of Texas Permian Basin as presented.

This amendment extends the partnership for the STEM Academy for an additional five years.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27618 **Discussion of and Request for Approval of Proposed Donation by ECISD of Real Property East of Clendenen Avenue to Ector County for Continuing Public Purpose**: Moved by Stanley, seconded by Brown to approve the Donation by ECISD of Real Property East of Clendenen Avenue to Ector County for Continuing Public Purpose as presented. This is 6.28 acres of land southwest of Buddy West Elementary that County officials want to use to establish a public park. This land donation will not affect the school as the land is outside the campus fence line.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27619 **Consent Agenda**: Moved by Woodall, seconded by Stanley to approve the Consent Agenda as modified. Item F was pulled from the Consent Agenda.

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 Recommendations of Library Materials
~~F. **Request for Approval of the Proposed Memorandum of Understanding between Ector County ISD and Walden University**~~
G. Request for Approval of the Proposed Memorandum of Understanding between The Holdsworth Center and ECISD
H. Request for Approval of the Proposed Memorandum of Understanding between Ector County ISD and Texas Tech University
I. Request for Approval of the Proposed Memorandum of Understanding with the University of Texas of the Permian Basin for Preparing and Retaining Educators through Partnership (PREP) Teacher Residency Program
J. Request for Approval of the Proposed Memorandum of Understanding with the University of Texas of the Permian Basin for Preparing and Retaining Educators through Partnership Grow Your Own (PREP GYO) Program
K. Request for Approval of the Proposed Memorandum of Understanding with Odessa College for Preparing and Retaining Educators through Partnership Grow Your Own (PREP GYO) Program
L. Request for Approval of Permian High School Band Students Out-of-State Travel to Hawaii
M. Request for Approval of Permian High School Choir Students Out-of-State Travel to New York
N. Request for Approval of Permian High School Theatre Students Out-of-State Travel to New York

O. Request for Approval of District Partnership between Ector County ISD and Educentric
P. Request for Approval of Low Attendance Waiver
Q. Request for Approval of Staff Development Waiver

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

Report/Discussion Items

27620 **Presentation and Discussion of Texas Tech Attendance Phase II**: Associate Superintendent of Student & School Support Alicia Syverson opened this presentation for discussion. Dr. Jessica Gottlieb and Jacob Kirksey, researchers from Texas Tech University, then presented Trustees with a report on Phase II of Texas Tech University's Attendance study. Texas Tech and ECISD are partnering on a research project focused on reducing chronic student absenteeism. The first phase, completed last year, focused on identifying the root causes of chronic absenteeism, defined as missing 10% or more of school days during an academic year. Those initial findings have led to work that has proven effective, increasing attendance to a current rate of 93.1% which is almost equal to pre-COVID (2017-18, 93.5%). From Phase II, a key data point revealed is the district's Mean Absence Rate is 7.1% and the Median Absence Rate is 4.8% indicating a smaller group of students has an extremely high absence rate, pulling the average up significantly. The research also discovered a "TIA Effect," meaning those who earn a Teacher Incentive Allotment designation seem to reduce overall absenteeism by 6.1% and chronic absenteeism by 9.5% with the positive impact being the largest in high school, which is also where we see the highest numbers of chronically absent students. The study recommended leveraging TIA teachers to support disengaged students, invest in existing classroom management, and school attendance systems already in place for all teachers, and use TIA teachers as models, coaches, and mentors.

No action required.

27621 **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.]; (The Board of Trustees will deliberate on the hiring of Executive Director of Special Services, Principal for San Jacinto Elementary School, Principal for Permian High School, and Principal for Buice Elementary School); 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 to seek advice regarding pending litigation and legal consultation on various matters related to ongoing Bond projects]**:

Board President Tammy Hawkins convened to closed session at 8:06 p.m.

Board President Tammy Hawkins reconvened to open session at 9:07 p.m.

27622 **Request for Approval of Personnel Recommendation to Hire Executive Director of Special Services**: Moved by Abalos, seconded by Brown to approve the Recommendation to hire Melissa Valenzuela as the Executive Director of Special Services as presented. For the past three years, Valenzuela has served as director of compliance for special services and as a special education supervisor. In 2021–22, she was named ECISD's Secondary Teacher of the Year while serving as special education department chair at Wilson & Young Medal of Honor Middle School. She also has experience as a resource and inclusion teacher at the elementary, middle school, and high school levels.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27623 **Request for Approval of Personnel Recommendation to Hire Principal for San Jacinto Elementary School**: Moved by Stanley, seconded by Brown to approve the Recommendation to hire Jana Norman as the Principal for San Jacinto Elementary School. Ms. Norman has served as associate principal at Odessa High School for the past four years. She also has 12 years of experience as a middle school assistant principal and 11 years of teaching experience at the elementary and middle school levels, including at Milam Elementary.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27624 **Request for Approval of Personnel Recommendation to Hire Principal for Permian High School**: Moved by Thayer, seconded by Woodall to approve the Recommendation to hire Megan Watts as the Principal for Permian High School. Ms. Watts, who recently received the district's Secondary Principal of the Year award, is completing her third year as principal of Wilson & Young Medal of Honor Middle School. Previously, she served as an assistant principal at Permian High School for nine years and at Bonham Middle School for one year.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27625 **Request for Approval of Personnel Recommendation to Hire Principal for Buice Elementary School**: Moved by Abalos, seconded by Woodall to approve the Recommendation to hire Sydney Garcia as the Principal for Buice Elementary School. Ms. Garcia has served as principal of Milam Elementary for the past two years. Before that, she was assistant principal at Pease Elementary for two years and served as a Multi-Classroom Leader there for one year. She also spent four years at Hays STEAM Academy, where she taught first, fourth and fifth grades.

For: Abalos, Brown, Hawkins, Miller, Stanley, Thayer, Woodall

Motion unanimously approved.

27626 **Information Items**: The Board of Trustees were provided with the following information items: Financials, Purchases Over $100,000 Informational Report, and Routine Personnel Report.

27627 **Closing Remarks by Superintendent**: In closing remarks, Superintendent Dr. Keeley Boyer turned closing remarks over to Dawn Miller who announced she is building a house and moving to another part of town. As a result, she will no longer be able to represent Single-Member District 1 (Position 1). Ms. Miller stated that the June board meetings will be her final meetings, serving as a Trustee.

27628 **Adjournment**: Board President Tammy Hawkins adjourned the Board meeting at p.m. 9:13 p.m.

_____	_____
Board President	**Board Secretary**
Tammy Hawkins	*Robert Thayer*

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 5/7/2026 to 6/3/2026

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	$ 28,642,789.72

ECTOR COUNTY ISD
CHECK REGISTER
05/07/2026 - 06/03/2026

DATE	PAYEE		AMOUNT
5/13	4IMPRINT INC	$	9,663.79
5/13	ACADEMIC LEARNING COMPANY		526.35
5/13	ALL ABOARD AMERICA!		7,400.00
5/13	AMERIPRIDE SERVICES INC.		1,482.74
5/13	AVID CENTER		4,795.00
5/13	B-LINE FILTER & SUPPLY INC		3,629.41
5/13	BUCK'S WHEEL & EQUIPMENT COMPANY		101.97
5/13	CDW-G		125,263.16
5/13	AUTOMATIC ICE MACHINE		1,310.25
5/13	COMPUDATA SOLUTIONS LLC		315.00
5/13	DEMCO INC		342.71
5/13	DIAMOND BUSINESS SERVICES INC		2,000.00
5/13	DUGAN'S BODY SHOP		9,464.25
5/13	FROG STREET PRESS LLC		7,918.84
5/13	NO TEARS LEARNING INC.		22,298.69
5/13	THE HON COMPANY LLC C/O OFFICEWISE		79.25
5/13	INTERNATIONAL BACCALAUREATE ORGANIZATION		157.00
5/13	J W PEPPER & SON INC		1,188.30
5/13	LAKESHORE LEARNING MATERIALS		225.11
5/13	MIDLAND SAFETY & HEALTH SALES		195.00
5/13	NORCOSTCO INC		245.77
5/13	O'REILLY AUTO ENTERPRISES LLC		892.02
5/13	DRI-STICK DECAL CORPORATION		775.65
5/13	SCHOLASTIC BOOK CLUB		1,291.16
5/13	SCHOLASTIC BOOK FAIRS		11,854.18
5/13	TEXAS ART EDUCATION ASSOCIATION (TAEA)		24.00
5/13	TEXAS COMPUTER EDUCATION ASSOCIATION		803.00
5/13	PARK PLACE PUBLICATION LP		149.00
5/13	THE BOSWORTH LTD		830.00
5/13	ULINE INC.		20,166.35
5/13	VARSITY BRANDS HOLDING CO INC		3,524.00
5/13	WEST MUSIC CO		44.29
5/13	HTL OPERATING LLC		9,424.39
5/13	NAPA AUTO PARTS		110.73
5/13	NAPA AUTO PARTS		653.92
5/13	PINNACLE PROPANE LLC		148.98
5/13	STONE TOWER GRAFIX		3,752.50
5/13	STONE TOWER GRAFIX		2,447.75
5/13	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.		1,187.11
5/13	THE LINCOLN ELECTRIC COMPANY		10,214.38
5/13	HOPE KING TEACHING RESOURCES INC		3,954.00

5/13	BEST CHOICE RESTAURANTS LLC	607.45
5/13	WEST TEXAS FILTERS INC	8,241.12
5/13	BEST CHOICE COFFEE SERVICES LLC	278.71
5/13	BEST CHOICE COFFEE SERVICES LLC	308.54
5/13	SCHOOL SPECIALTY LLC	8,765.79
5/20	AMERIPRIDE SERVICES INC.	604.07
5/20	AVID CENTER	5,680.00
5/20	B-LINE FILTER & SUPPLY INC	92.15
5/20	BUCK'S WHEEL & EQUIPMENT COMPANY	1,949.54
5/20	CDW-G	20,024.62
5/20	COMPUDATA SOLUTIONS LLC	665.00
5/20	DEMCO INC	145.22
5/20	DEMCO INC	1,244.00
5/20	DIAMOND BUSINESS SERVICES INC	379.00
5/20	DRAMATIC PUBLISHING	55.00
5/20	J W PEPPER & SON INC	683.50
5/20	LOU'S CLINICAL LAB INC	1,148.00
5/20	MIDLAND SAFETY & HEALTH SALES	475.00
5/20	O'REILLY AUTO ENTERPRISES LLC	3,588.55
5/20	PERMA BOUND BOOKS	4,222.40
5/20	POSITIVE PROMOTIONS	3,169.42
5/20	REGION IV SERVICE CENTER	180.00
5/20	SECURED DOCUMENT SHREDDING INC	214.16
5/20	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	220.00
5/20	THE BOSWORTH LTD	19,800.00
5/20	NAPA AUTO PARTS	822.16
5/20	NAPA AUTO PARTS	491.58
5/20	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,084.50
5/20	HOPE KING TEACHING RESOURCES INC	1,318.00
5/20	BEST CHOICE RESTAURANTS LLC	753.90
5/20	BEST CHOICE RESTAURANTS LLC	388.06
5/20	SCHOOL SPECIALTY LLC	1,665.37
5/27	AMERIPRIDE SERVICES INC.	586.64
5/27	AVID CENTER	2,055.00
5/27	B-LINE FILTER & SUPPLY INC	2,798.87
5/27	BSN SPORTS INC	14,950.00
5/27	BUCK'S WHEEL & EQUIPMENT COMPANY	1,006.26
5/27	CAFE VENTURE COMPANY	305.00
5/27	CDW-G	41,473.47
5/27	CENTRAL POLY-BAG CORPORATION	9,333.12
5/27	AUTOMATIC ICE MACHINE	405.00
5/27	DIAMOND BUSINESS SERVICES INC	1,793.31
5/27	FIRETROL PROTECTION SYSTEMS INC	166,808.00
5/27	THE HON COMPANY LLC C/O OFFICEWISE	18,863.12
5/27	INTERNATIONAL BACCALAUREATE ORGANIZATION	281.00
5/27	JONES SCHOOL SUPPLY CO	532.57

5/27	LAKESHORE LEARNING MATERIALS	6,984.89
5/27	O'REILLY AUTO ENTERPRISES LLC	381.71
5/27	POSITIVE PROMOTIONS	938.01
5/27	SCHOLASTIC BOOK CLUB	4.04
5/27	SCHOLASTIC BOOK FAIRS	6,885.46
5/27	SCHOOL NURSE SUPPLY INC	1,589.00
5/27	SECURED DOCUMENT SHREDDING INC	1,422.04
5/27	SHERWIN WILLIAMS	61.35
5/27	THE BOSWORTH LTD	720.00
5/27	TRANE U.S. INC.	3,188.13
5/27	VARSITY SPIRIT FASHIONS & SUPPLIES LLC	1,184.80
5/27	HTL OPERATING LLC	3,335.14
5/27	NAPA AUTO PARTS	361.94
5/27	NAPA AUTO PARTS	395.34
5/27	SANTIAGO SALOMON	7,081.85
5/27	BREAKOUT INC.	1,249.00
5/27	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,105.35
5/27	SOUTHERN TIRE MART LLC	1,999.29
5/27	BEST CHOICE RESTAURANTS LLC	131.68
5/27	BEST CHOICE RESTAURANTS LLC	157.16
5/27	BEST CHOICE COFFEE SERVICES LLC	212.68
5/27	SCHOOL SPECIALTY LLC	4,164.14
5/27	CENTURY RESOURCES LLC	3,245.81
6/3	4IMPRINT INC	2,072.83
6/3	AMERIPRIDE SERVICES INC.	590.01
6/3	AVID CENTER	6,575.00
6/3	CDW-G	100.00
6/3	CDW-G	239,562.20
6/3	CENTERS FOR CHILDREN & FAMILIES	2,250.00
6/3	AUTOMATIC ICE MACHINE	816.00
6/3	DEMCO INC	205.69
6/3	DEMCO INC	425.32
6/3	DEMIDEC RESOURCES	1,285.00
6/3	DRAMATIC PUBLISHING	179.15
6/3	FITNESS FINDERS INC	114.92
6/3	HENRY SCHEIN INC	17,552.04
6/3	INTERNATIONAL BACCALAUREATE ORGANIZATION	1,287.00
6/3	J W PEPPER & SON INC	1,100.00
6/3	LAKESHORE LEARNING MATERIALS	31,747.14
6/3	MEDLEY MATERIAL HANDLING CO	923.79
6/3	MSC INDUSTRIAL SUPPLY CO.	2,784.89
6/3	NATIONAL GUARANTEED VINYL INC	301.00
6/3	O'REILLY AUTO ENTERPRISES LLC	1,142.37
6/3	SCHOLASTIC BOOK CLUB	21.53
6/3	SECURED DOCUMENT SHREDDING INC	691.97
6/3	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	899.00

6/3	THE BOSWORTH LTD	32.33
6/3	TRANE U.S. INC.	5,720.00
6/3	WENGER CORPORATION	1,161.12
6/3	HTL OPERATING LLC	2,020.00
6/3	NAPA AUTO PARTS	711.82
6/3	NAPA AUTO PARTS	225.49
6/3	TRANSMISSION SERVICE & SUPPLY INC	717.33
6/3	SANTIAGO SALOMON	4,716.85
6/3	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	37.70
6/3	JOSTENS INC	492.25
6/3	WEST TEXAS FILTERS INC	18,221.58
6/3	SCHOOL SPECIALTY LLC	512.16
5/13	512 TERPS LLC	130.00
5/13	ANGEL ORTIZ	4,400.00
5/13	ABILENE ZOOLOGICAL SOCIETY	453.00
5/13	ADT PIZZA LLC	70.00
5/13	AIDE GARCIA	102.44
5/13	AIRGAS USA LLC	7,702.72
5/13	ALICIA LIPPMAN	20.30
5/13	ALISA ANN SALAZAR MUSELLA-GONZALES	348.75
5/13	ALLEN TEINERT CONSTRUCTION	100,118.42
5/13	ALLEN TEINERT CONSTRUCTION	4,415,874.45
5/13	ALLEN TEINERT CONSTRUCTION	4,443,509.69
5/13	ALYSSA DEUTSCH	221.04
5/13	AMAZON CAPITAL SERVICES	31,874.66
5/13	ANDERTON GROUP II LTD	2,000.00
5/13	ANGELA JOHNSON	30.67
5/13	ANNA SALINAS	7.69
5/13	ANNIE NELSON	274.13
5/13	ANTHONY SCOTT	94.32
5/13	APPERSON EDUCATION PRODUCTS INC	269.50
5/13	APPLE, INC	4,794.85
5/13	APRIL HORTON	80.33
5/13	ATHLETIC SUPPLY INC	5,620.00
5/13	ATMOS ENERGY	19,199.88
5/13	ATMOS ENERGY	14,003.28
5/13	AUDIO ACOUSTICS HEARING CENTERS	205.00
5/13	BARBERLOUNGE LLC	144.95
5/13	BECKY QUIROZ	222.72
5/13	BIG BEND TELECOM LTD	4,902.52
5/13	BIG DADDY'S	373.00
5/13	BIMBO BAKERIES USA	2,074.17
5/13	DICK BLICK COMPANY	1,272.66
5/13	BLUE STAR BUS SALES LTD	3,933.96
5/13	BOOKBINDING & LAMINATING INC	470.02
5/13	BRITTANY SWAIM	61.55

5/13	CABLE ONE, INC.	1,457.00
5/13	CABLE ONE, INC.	988.26
5/13	CASHWAY WEST, INC.	19.99
5/13	CASSIDY REDDELL	1,400.13
5/13	CHAQUISHA DAWSON	30.00
5/13	CHARLES AND LEZIEE CHURCHFIELD	31,644.48
5/13	CHARTER WASTE INC.	44.92
5/13	CHERYL HINESLY	32.55
5/13	NBCEC INC	633.27
5/13	NBCEC INC	564.00
5/13	CINERGY ENTERTAINMENT ODESSA INC	1,336.85
5/13	CINERGY ENTERTAINMENT ODESSA INC	4,760.64
5/13	CITY OF ODESSA WATER DEPT	190,218.45
5/13	CODY GULLETT	15.30
5/13	CRAIG A FREIBURGER	1,056.33
5/13	CRAIG J GRANSBERY	26.99
5/13	CRYSTAL KIDD	17.04
5/13	CULLIGAN WATER CONDITIONING OF WEST TEXAS	895.29
5/13	CUSTOM WHOLESALE SUPPLY INC	1,111.06
5/13	CUSTOMINK, LLC	347.10
5/13	C/O DELL USA L.P.	12,251.50
5/13	DEREK BATES	382.00
5/13	DRONE NERDS LLC	7,235.00
5/13	ECISD CULINARY ARTS	150.00
5/13	ECTOR COUNTY UTILITY DISTRICT	7,746.68
5/13	EDJE LLC	3,400.00
5/13	ELISEO GOMEZ	35.96
5/13	ELIZABETH MARJASON	63.73
5/13	ELIZABETH MCCORMICK	8,250.00
5/13	EMALIE RODRIGUEZ	85.00
5/13	EMERGENT TREE EDUCATION INC	825.00
5/13	EMILY R CHASCO	86.13
5/13	ERIKA NATIVIDAD	36.25
5/13	FAWNDA HOLLOWELL	9.79
5/13	FERGUSON FACILITIES SUPPLY	369.55
5/13	FIRST FINANCIAL ADMINISTRATORS	50,433.54
5/13	FOLLETT CONTENT SOLUTIONS LLC	2,749.43
5/13	FRANCESCA FLORANCE	44.30
5/13	G H DAIRY	27,726.18
5/13	GALLAGHER CONSTRUCTION COMPANY LP	126,563.00
5/13	G & G INVESTMENTS INC	526.90
5/13	GARY CUNNINGHAM	96.64
5/13	GEORGE F GOMEZ	2,400.00
5/13	GERARDO JIMENEZ	2,640.00
5/13	GINGER STOREY	1,364.00
5/13	GOPHER SPORT	255.25

5/13	GOT TO SPECIALTIES LLC	440.20
5/13	GRAINGER	4,161.27
5/13	GRISELDA MACIAS EMPL	20.00
5/13	HERCULES ACHIEVEMENT LLC	2,518.92
5/13	HOME DEPOT USA INC - STORE #562	1,648.88
5/13	HUMBERTO HERNANDEZ JR	16,709.16
5/13	IMPACT CONSULTANTS INC	4,000.00
5/13	IMPACT PROMOTIONAL SERVICES LLC	1,574.75
5/13	IMPERIAL BAG & PAPER COMPANY LLC	9,110.28
5/13	JACE SCHREIBER	73.66
5/13	JACLYN THOMAS	22.77
5/13	JAMI LYN GATEWOOD	123.54
5/13	JEFF ELLISON	688.65
5/13	JROTC DOG TAGS INC	417.43
5/13	KANDIS SNOWDEN	104.18
5/13	KINA PLAIA	64.67
5/13	KRISTI EICHER	539.18
5/13	LABATT FOOD SERVICE	71,831.52
5/13	LESLIE HANKINS	8.63
5/13	LIBERTY PAPER	25,032.00
5/13	LIVESTOCK PERFORMANCE PRODUCTS	4,419.00
5/13	NATIONAL ACADEMY OF TELEVISION ARTS AND SCIENCES	470.00
5/13	LUNCH MONY INC	3,333.56
5/13	LYNDSAY FREEMAN	108.90
5/13	M&M PARTY RENTALS LLC	386.50
5/13	M-PAK INC	121.17
5/13	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	32,879.17
5/13	MARCELINO RUBIO	95.00
5/13	MARIA D MELENDEZ	20.71
5/13	MARIA ORTIZ	1,894.67
5/13	MARK HARRIS HJ INC	271.14
5/13	MARLIN LEASING CORPORATION	147.98
5/13	MAYRA R ALVAREZ	83.74
5/13	MICHAEL JOE WILLIAMSON	43.28
5/13	MIGHTY WASH OPERATIONS LLC	1,525.00
5/13	MIKE SYVERSON	453.25
5/13	MIREIDA F VELAZCO	41.47
5/13	MISTY STEWART	59.23
5/13	MONK HOLDINGS LLC	612.00
5/13	MUNIZ EVENT & ENTERTAINTMENT LLC	500.00
5/13	N-TUNE MUSIC & SOUND INC	7,016.71
5/13	NARDONE BROS. BAKING CO. INC.	23,042.28
5/13	NATIONAL FOOD GROUP INC	11,648.00
5/13	NAYELI MARTINEZ	29.21
5/13	ODESSA CHAMBER OF COMMERCE	1,200.00
5/13	ODESSA COLLEGE	172,547.00

5/13	ODESSA SIGN SOLUTION LLC	30.00
5/13	OFFICEWISE COMMERCIAL INTERIORS LLC	3,459.17
5/13	SEWCO INC	16,720.45
5/13	ONCE RAMOS LLC	3,717.09
5/13	ECISD HARP BOOSTER	110.00
5/13	KEREN BAZE	40.50
5/13	MARIA REGALADO	71.50
5/13	MARIA RIOS	57.50
5/13	RACHEL QUEZADA	17.00
5/13	TEDDI MARTIN	29.15
5/13	PARKHILL, SMITH & COOPER, INC.	63,685.92
5/13	PATRICIA LOGAN	67.64
5/13	PATRICIA LOGAN	30.00
5/13	PATRICIA SANCHEZ	20.71
5/13	PENSKE COMMERCIAL VEHICLES US LLC	628.92
5/13	PSI JF PETROLEUM GROUP	433.82
5/13	PETROPLEX OFFICE SUPPLY	321.46
5/13	PIRAINO CONSULTING, INC	14,994.00
5/13	PRECISION BUSINESS MACHINES INC	4,942.76
5/13	R3 2022 HOSPITALITY CORP	1,424.85
5/13	RIGO NUNEZ	180.81
5/13	ROSA DELAROSA	114.45
5/13	ROSA DELAROSA	54.57
5/13	ROSAS CAFE & TORTILLA FACTORY LTD	995.50
5/13	ROSS JOHN LARA	104.33
5/13	S.A. PIAZZA & ASSOC. INC	36,328.32
5/13	SALLY POOL	29.73
5/13	SARAH R AGUIRRE	36.75
5/13	SHANNON CRISWELL	19.14
5/13	SOLIANT HEALTH LLC	2,040.00
5/13	SONNY NARVAIZ	63.51
5/13	STEMARCO DESIGN LLC	848.35
5/13	STEPHANIE WRIGHT	1,506.95
5/13	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
5/13	SULEMA ARREDONDO	20.00
5/13	SUSAN TREVINO	87.73
5/13	SWEET PIZZA LLC	998.47
5/13	SYSCO USA, INC	6,052.00
5/13	TEACHER CREATED MATERIALS INC	24,441.15
5/13	TEXAS ASSOCIATION FOR	2,370.00
5/13	TEXAS MUSIC EDUCATORS ASSOCIATION	250.00
5/13	THE PITNEY BOWES	244.99
5/13	THOMAS GONZALES	122.02
5/13	TRANE U.S. INC.	8,375.00
5/13	TRISTAN CROWDER	207.50
5/13	TROPHY DEN	109.73

5/13	UNITED REFRIGERATION	808.96
5/13	UNITED SUPERMARKET LLC	1,763.38
5/13	VERIZON WIRELESS SERVICES LLC	335.75
5/13	VERIZON WIRELESS SERVICES LLC	2,876.02
5/13	VERIZON WIRELESS SERVICES LLC	341.91
5/13	VICTORIA NORENA	114.41
5/13	VITAL SIGNS DOT DESIGN LLC	27,825.00
5/13	WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS PC	72.00
5/13	WAWONA FROZEN FOODS	35,084.92
5/13	WEST TEXAS EDUCATORS	2,600.00
5/13	WHITE HOUSE MEAT MARKET	811.25
5/13	WILLIAM KENT MCCORD	79.75
5/13	IISE F RUIZ MARQUEZ	562.50
5/20	ANGEL ORTIZ	3,100.00
5/20	ACCELERATION ACADEMIES	68,211.00
5/20	AIR TUTORS LLC	180.00
5/20	AIRGAS USA LLC	213.26
5/20	AIRGAS USA LLC	2,983.48
5/20	ALAN WILLIAMS	404.61
5/20	ALLEN TEINERT CONSTRUCTION	179,113.65
5/20	ALLEN TEINERT CONSTRUCTION	6,009.69
5/20	ALLEN TEINERT CONSTRUCTION	61,718.38
5/20	ALLEN TEINERT CONSTRUCTION	41,500.53
5/20	ALLEN TEINERT CONSTRUCTION	100,038.85
5/20	ALLEN TEINERT CONSTRUCTION	652,680.27
5/20	ALLEN TEINERT CONSTRUCTION	3,040,070.93
5/20	ALLEN TEINERT CONSTRUCTION	5,111,449.25
5/20	AMANDA CASTELLANOS	62.71
5/20	AMAZON CAPITAL SERVICES	125,535.69
5/20	AMAZON CAPITAL SERVICES	14,410.48
5/20	AMAZON CAPITAL SERVICES	840.15
5/20	AMSTAR INC	132,386.38
5/20	APRIL HORTON	173.00
5/20	ASHLEY M DUNN	77.00
5/20	AT&T LONG DISTANCE	30.94
5/20	ATHLETIC SUPPLY INC	1,455.00
5/20	ATMOS ENERGY	44.46
5/20	ATMOS ENERGY	844,364.00
5/20	ATTAINMENT COMPANY, INC.	2,428.65
5/20	AUDIO ACOUSTICS HEARING CENTERS	380.00
5/20	BIMBO BAKERIES USA	89.10
5/20	BLUE STAR BUS SALES LTD	803.04
5/20	BRANTLEY CREEK BBQ & CO LLC	1,520.00
5/20	BROOK ADAMS	38.00
5/20	CAVALLO ENERGY TEXAS LLC	94.87
5/20	CALPINE CORPORATION	112,730.79

5/20	CASA ORTIZ RESTAURANT & CATERING LLC	4,994.97
5/20	CECILIA KELLAR	744.05
5/20	CHARLES AND LEZIEE CHURCHFIELD	25,247.04
5/20	CHERE TONE	90.00
5/20	CHERYL WILSON	661.65
5/20	CHRISTINA SIFUENTEZ	59.81
5/20	CHRISTY KENNEDY	265.06
5/20	CINERGY ENTERTAINMENT ODESSA INC	4,955.85
5/20	CLAUDIA GRANADOS	23.56
5/20	CONNIE LYNN DRAGER	46.84
5/20	CRYSTAL DAY	160.00
5/20	CRYSTAL DAY	238.00
5/20	CRYSTAL RAYOS	42.20
5/20	CURRICULUM ASSOCIATES INC	28,588.75
5/20	CYNTHIA RUBALCADO	57.57
5/20	DANIEL WARD	98.12
5/20	DAVID PAUL COOK	38.21
5/20	DELESA STYLES	264.19
5/20	DLR GROUP INC OF TEXAS , A TEXAS CORPORATION	11,700.00
5/20	DOMTECH ELECTRICAL AND CONTROLS LLC	1,186.00
5/20	ECTOR THEATRE LLC	3,050.00
5/20	ELITE K9 INC	809.01
5/20	ERIK HARTMAN	238.00
5/20	FIDENCIA GUTIERREZ	19.72
5/20	FRENSHIP ISD	1,031.90
5/20	G H DAIRY	4,112.10
5/20	GALLAGHER CONSTRUCTION COMPANY LP	32,400.00
5/20	GALLAGHER CONSTRUCTION COMPANY LP	135,000.00
5/20	G & G INVESTMENTS INC	2,322.91
5/20	GARDENDALE WATER CO	110.00
5/20	MGUC LLC	799.96
5/20	GENEVA GARCIA	67.72
5/20	GERARDO JIMENEZ	2,130.00
5/20	GRAINGER	1,045.47
5/20	GRANDE COMMUNICATIONS NETWORK LLC	814.72
5/20	GRANDE COMMUNICATIONS NETWORK LLC	1,626.71
5/20	GRANDE COMMUNICATIONS NETWORK LLC	1,591.58
5/20	HENTHORN COMMERCIAL CONSTRUCTION LLC	172,977.90
5/20	HERCULES ACHIEVEMENT LLC	1,747.22
5/20	INTERBORO PACKAGING CORP.	9,499.28
5/20	JACLYN THOMAS	173.00
5/20	JAIME MATA	3,898.25
5/20	JEFF ELLISON	238.00
5/20	JESSICA DOMINGUEZ	66.40
5/20	ONE-FOURTH CONSULTING LLC	6,000.00
5/20	JONN SIBLEY	284.78

5/20	JOSE CAMPOS JR	3,219.70
5/20	JOSEPHINE CONTRERAS	30.09
5/20	JUANA GAYTAN	18.92
5/20	JUANA HERNANDEZ	51.04
5/20	JUANITA OCON	21.46
5/20	JULIE SORUM	471.61
5/20	JUMBURRITO	1,308.20
5/20	KEELEY BOYER	102.00
5/20	KENNER PRINTING	1,080.04
5/20	KIMBERLY CARRASCO	65.61
5/20	KRONOS INC.	8,580.00
5/20	LABATT FOOD SERVICE	47,187.46
5/20	UIL DISTRICT 2-6A	500.00
5/20	LAKRISHA RODRIGUEZ	12.76
5/20	LAURA SIKES	171.89
5/20	LEASE SERVICING CENTER INC	33,818.69
5/20	LISA DONAHO	27.62
5/20	LISCOSPORTS LLC	10,337.69
5/20	LUNCH MONY INC	1,100.80
5/20	MA HERNANDEZ REYES	27.70
5/20	MAGDA RODRIGUEZ	49.59
5/20	MARISSA LOPEZ	377.85
5/20	MARLA HOPPINS	31.18
5/20	MARSH & MCLENNAN COMPANIES INC	71.57
5/20	MELISSA QUINTELA	9.14
5/20	MID-TEX OF MIDLAND INC	112,123.05
5/20	MIKE SYVERSON	2,351.00
5/20	MIRIAM VALLECILLO	39.22
5/20	MORRIS WILLIAMSON	514.75
5/20	MSB SCHOOL SERVICES LLC	357.12
5/20	N-TUNE MUSIC & SOUND INC	1,472.84
5/20	NIMBUS DRINKING WATER SYSTEMS LTD	56.00
5/20	NOHEMI YBARRA	41.25
5/20	ODESSA COLLEGE	2,637.50
5/20	ODP BUSINESS SOLUTIONS LLC	241.38
5/20	SEWCO INC	1,198.74
5/20	ARANELLY AGUILAR	150.00
5/20	PENSKE COMMERCIAL VEHICLES US LLC	2,741.72
5/20	SHANNON D GAYLOR	169.33
5/20	PERMIAN SEPTIC INC	645.00
5/20	PSI JF PETROLEUM GROUP	255.00
5/20	RACHEL GONZALES	819.54
5/20	RACHEL MADRID	17.55
5/20	REBECCA ROMO	38.14
5/20	RHONDA LONG	60.39
5/20	RICKY HICKEY	4,007.60

5/20	RILEY COFFMAN	227.07
5/20	ROBERTS TRUCK CENTER OF TEXAS	191.48
5/20	ROSA DELAROSA	54.99
5/20	ROSA HERNANDEZ	8.12
5/20	ROSAS CAFE & TORTILLA FACTORY LTD	1,453.35
5/20	SAMYE FLOCK	661.65
5/20	SANDRA BANDA	2,897.82
5/20	SANDRA G LOPEZ	11,243.47
5/20	SANDRA G LOPEZ	116,794.33
5/20	THE SEWELL FAMILY OF COMPANIES INC	32.82
5/20	SHELBYE HILL	238.00
5/20	SIMS PLASTIC INC	438.97
5/20	SOLIANT HEALTH LLC	2,100.00
5/20	SONNY NARVAIZ	173.00
5/20	STEMARCO DESIGN LLC	4,499.25
5/20	STEMARCO DESIGN LLC	689.70
5/20	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
5/20	SWEET PIZZA LLC	336.99
5/20	SWEETWATER SOUND LLC	5,978.00
5/20	SYLVIA MACIAS	108.90
5/20	SYSCO USA, INC	12,666.88
5/20	TARPLEY MUSIC COMPANY	154.98
5/20	ROBERT MADDEN INDUSTRIES LTD	1,789.00
5/20	TERESA MOLINAR	12.04
5/20	TERRACON CONSULTANTS INC	24,956.34
5/20	TERRACON CONSULTANTS INC	21,662.58
5/20	TEXAS DEPARTMENT OF LICENSING AND REGULATION	3,480.00
5/20	TEXAS DEPARTMENT OF PUBLIC SAFETY	91.00
5/20	THE MCADAMS GROUP, LLC	2,829.20
5/20	TRACEY BORCHARDT	744.05
5/20	TRACI AVILA	8.70
5/20	TYSON PREPARED FOOD, INC.	13,720.80
5/20	UNITED REFRIGERATION	1,334.19
5/20	VANESSA CASTILLO	4,800.00
5/20	VERIZON WIRELESS SERVICES LLC	462.28
5/20	VERIZON WIRELESS SERVICES LLC	151.96
5/20	VICKIE C WUSTERBARTH	21.03
5/20	VITAL SIGNS DOT DESIGN LLC	153.73
5/20	YANIRA CASTILLO	29.58
5/20	YENIFER RIVERA	443.11
5/20	YOLANDA MARTINEZ	18.49
5/20	YVONNE FRANCO	38.21
5/27	512 TERPS LLC	130.00
5/27	ALEXIA CAMPOS	395.00
5/27	AMANDA CASTELLANOS	162.00
5/27	AMANDA WEBBER	51.00

5/27	AMAZON CAPITAL SERVICES	14,538.42
5/27	AMERICAN FAMILY LIFE & CANCER	6.00
5/27	AMSTAR INC	127,537.50
5/27	ANDREA SALCIDO	480.82
5/27	APPLE, INC	3,288.00
5/27	ARIEL KLINKE	443.11
5/27	ASHLEY ROJO	52.71
5/27	ASHLEY ROJO	51.00
5/27	ASSOCIATION OF TEXAS	2,978.06
5/27	ATHLETIC SUPPLY INC	31,759.40
5/27	AUDRIANA MUNOZ	661.65
5/27	AVDILJI MANAGEMENT, INC	1,495.00
5/27	B&H FOTO & ELECTRONICS CORP	3,536.43
5/27	BATTERIES UNLIMITED WTX LLC	519.00
5/27	BATTERSHELL VETERINARY SERVICES	34.50
5/27	BEVCAP MANAGEMENT LLC	143,804.77
5/27	BIMBO BAKERIES USA	264.78
5/27	DICK BLICK COMPANY	205.96
5/27	BLUE STAR BUS SALES LTD	545.93
5/27	BRAKES AND WHEELS INC./ GORDO BROS	495.00
5/27	BRAUN BEEF & CO INC	25,436.16
5/27	BRAZOS DOOR & HARDWARE	1,150.00
5/27	BROOKE MENDOZA	245.00
5/27	BRYAN MORGAN	10,230.00
5/27	CAROLE CAMPBELL	216.00
5/27	CASHWAY WEST, INC.	64.99
5/27	CICI'S PIZZA	279.60
5/27	CINERGY ENTERTAINMENT ODESSA INC	8,432.07
5/27	COCA-COLA SOUTHWEST BEVERAGES LLC	317.00
5/27	COLLEGE BOARD INSTITUTIONS	73,390.00
5/27	COMMAND COMMISSIONING LLC	4,875.00
5/27	COMMERCIAL FOOD SERVICE	4,814.33
5/27	CONSOLIDATED ELECTRICAL DISTRIBUTORS	39.22
5/27	CTBOOK HOLDINGS	5,144.75
5/27	CULLIGAN WATER CONDITIONING OF WEST TEXAS	52.00
5/27	CYNTHIA LANE	707.70
5/27	DANA SAFETY SUPPLY	24,246.44
5/27	DAVID CUPP	245.00
5/27	DIEGO CABALLERO	216.00
5/27	DOMTECH ELECTRICAL AND CONTROLS LLC	15,762.93
5/27	DORA SANCHEZ	443.11
5/27	DOROTHY SALCIDO	743.11
5/27	ECISD CULINARY ARTS	768.00
5/27	ECISD EDUCATION FOUNDATION	524.00
5/27	ECTOR COUNTY APPRAISAL DIST	27,580.74
5/27	ELDEMIRA GARCIA	743.11

5/27	EMERGENT TREE EDUCATION INC	35,745.00
5/27	ESMERALDA CRUZ	490.66
5/27	EVANGELINA VILLEGAS	435.72
5/27	FAMILY & CONSUMER SCIENCES	26.88
5/27	FIRST FINANCIAL ADMINISTRATORS	28,733.33
5/27	FIRST FINANCIAL ADMINISTRATORS	12,430.00
5/27	FIRST FINANCIAL ADMINISTRATORS	74,364.43
5/27	FIRST FINANCIAL ADMINISTRATORS	2,725.00
5/27	FIRST FINANCIAL ADMINISTRATORS	100.00
5/27	FIRST FINANCIAL ADMINISTRATORS	200.00
5/27	FIRST FINANCIAL ADMINISTRATORS	14,716.50
5/27	FIRST FINANCIAL ADMINISTRATORS	934.44
5/27	FIRST FINANCIAL ADMINISTRATORS	7,195.60
5/27	FIRST FINANCIAL ADMINISTRATORS	5,003.48
5/27	FIRST FINANCIAL ADMINISTRATORS	6,655.56
5/27	FIRST FINANCIAL ADMINISTRATORS	4,874.08
5/27	FIRST FINANCIAL ADMINISTRATORS	5,244.61
5/27	FIRST FINANCIAL ADMINISTRATORS	64,476.18
5/27	FIRST FINANCIAL ADMINISTRATORS	27,809.62
5/27	FIRST FINANCIAL ADMINISTRATORS	131,740.68
5/27	FIRST FINANCIAL ADMINISTRATORS	2,194.96
5/27	FOLLETT CONTENT SOLUTIONS LLC	7,466.89
5/27	G H DAIRY	31,917.15
5/27	G H DAIRY	1,701.09
5/27	G T DISTRIBUTORS INC	3,857.00
5/27	G & G INVESTMENTS INC	615.63
5/27	GARDENDALE WATER CO	33.00
5/27	GERALD RAY RINEHART	660.00
5/27	GERARDO JIMENEZ	2,086.43
5/27	GOPHER SPORT	738.75
5/27	GRAINGER	4,855.71
5/27	GRIMCO, INC	1,483.94
5/27	GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN	652.26
5/27	HEALTH SERVICES ADMINISTRATION	732.40
5/27	HEALTH SERVICES ADMINISTRATION	25,879.00
5/27	HEB LP	880.92
5/27	HENTHORN COMMERCIAL CONSTRUCTION LLC	98,066.13
5/27	HENTHORN COMMERCIAL CONSTRUCTION LLC	133,714.96
5/27	HIGH POINT SCIENTIFIC	3,169.98
5/27	HOLLY POWELL CALVERT	1,267.25
5/27	HORTENCIA DEL BOSQUE	118.76
5/27	HUMBERTO HERNANDEZ JR	7,363.74
5/27	IMPERIAL BAG & PAPER COMPANY LLC	44,739.35
5/27	ISABEL CARDONA	23.13
5/27	JACOB SUMMERSGILL	825.00
5/27	JAMIE ANDERSON	245.00

5/27	JEFF DANIELS	196.00
5/27	JESSICA ALBA	1,007.75
5/27	JESSICA DOMINGUEZ	51.00
5/27	JNT RESOURCES PARTNERS, LP	2,201.06
5/27	JNT RESOURCES PARTNERS, LP	32,203.99
5/27	JNT RESOURCES PARTNERS LP	42,734.99
5/27	JOSEPH WOOD	6,670.00
5/27	JTM PROVISIONS COMPANY INC	11,808.30
5/27	JULIA CARRASCO	73.95
5/27	JULIE LOERA	245.00
5/27	JUMBURRITO	172.75
5/27	KALIE HALL	780.82
5/27	KARL MILLER	707.70
5/27	KELLY RENEE DEBOUSE	245.00
5/27	KENDRA SALGADO	480.82
5/27	KIMBERLY BRYER	26.83
5/27	KLARISSA SALGADO	780.82
5/27	KRYSTAL LIZAMA	443.11
5/27	KYRSTEN NALL	216.00
5/27	LABATT FOOD SERVICE	6,739.71
5/27	LAURA RODRIGUEZ	483.28
5/27	LEE CONSTRUCTION & MAINTENANCE COMPANY	193,727.86
5/27	LUNCH MONY INC	1,439.42
5/27	LVR COMMERCIAL FLOORING	6,457.00
5/27	M&M PARTY RENTALS LLC	5,010.00
5/27	M-PAK INC	317.56
5/27	MABEL GUTIERREZ	51.00
5/27	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	34,860.89
5/27	MARGARET DUTCHOVER	764.12
5/27	MARK HARRIS HJ INC	15,423.10
5/27	MARK KNOX FLOWERS, INC	2,250.00
5/27	MARSH & MCLENNAN COMPANIES INC	214.71
5/27	MAYRA VENEGAS REYNOSO	245.00
5/27	MCM ICE LLC	672.00
5/27	MICAH ARROTT	245.00
5/27	MICHELLE MADRID	51.00
5/27	MIKE SYVERSON	1,462.25
5/27	MOBILE COMMUNICATION AMERICA INC	2,696.00
5/27	MONK HOLDINGS LLC	408.00
5/27	MSB SCHOOL SERVICES LLC	101.74
5/27	N-TUNE MUSIC & SOUND INC	435.00
5/27	NATUS SENSORY INC	4,023.00
5/27	NETSYNC NETWORK SOLUTIONS	85,657.67
5/27	STATE OF NEW MEXICO	300.00
5/27	NIDIA SORIANO	887.22
5/27	ODESSA CHRISTIAN FAITH CENTER	2,790.00

5/27	ODESSA COLLEGE	2,350.00
5/27	ODESSA SIGN SOLUTION LLC	25.00
5/27	OFFICEWISE COMMERCIAL INTERIORS LLC	900,692.35
5/27	OFFICEWISE COMMERCIAL INTERIORS LLC	54,700.80
5/27	SEWCO INC	10,850.72
5/27	CHRISTINA ESCONTRIAS	36.25
5/27	CONSUELO VILLALBA	67.50
5/27	CRISELDA NICOLAS	28.80
5/27	CRISTINA WASHINGTON	20.25
5/27	KARLA GONZALEZ	15.50
5/27	KRISTEN ROSE	180.75
5/27	LYNSEY WOODY	25.70
5/27	MELISSA SISNEROS	55.00
5/27	NADINE DELEON	150.00
5/27	PATRICIA HERRERA	70.10
5/27	REBECCA GARCIA	15.00
5/27	REBECCA HINOJOS	21.70
5/27	TANYA MANSELL	23.25
5/27	XOCHITAL DOMINGUEZ	300.00
5/27	YESIKA AGUILAR	93.00
5/27	PAMELA CURREY	395.00
5/27	PARKHILL, SMITH & COOPER, INC.	72,867.96
5/27	PENSKE COMMERCIAL VEHICLES US LLC	1,402.09
5/27	PERMIAN TRACTOR SALES INC	22,036.49
5/27	PETRA ELISA GONZALEZ	138.00
5/27	PETROPLEX OFFICE SUPPLY	19,014.06
5/27	PRIME EDUCATIONAL PRODUCTS LLC	9,447.00
5/27	REYES A. HERNANDEZ	162.00
5/27	RIA BEQUIZO	743.11
5/27	RICKY HICKEY	3,920.50
5/27	ROBERTS TRUCK CENTER OF TEXAS	2,314.89
5/27	ROBIN FAWCETT	216.00
5/27	RODRIGUEZ DRYWALL & PAINT CO	13,500.00
5/27	ROSHELL D CAUFIELD	1,600.00
5/27	SAFEBUILT TEXAS LLC	8,666.21
5/27	SALLY POOL	213.07
5/27	SALLY POOL	182.12
5/27	SAMANTHA NATIVIDAD	1,623.13
5/27	SANDRA G LOPEZ	161,208.64
5/27	SARITA BROWN	1,245.66
5/27	SAVANNAH COLEY	480.82
5/27	SIMPSON GUMPERTZ & HEGER INC	490.00
5/27	SIMS PLASTIC INC	287.25
5/27	SOLIANT HEALTH LLC	1,260.00
5/27	STEMARCO DESIGN LLC	861.73
5/27	SWEET PIZZA LLC	498.48

5/27	TABITHA ELAINE JONES	1,000.00
5/27	TATE CRISWELL	491.55
5/27	TEACHER CREATED MATERIALS INC	13,323.98
5/27	TEXAS AFT AMP	247.50
5/27	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	114.00
5/27	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	1,360.00
5/27	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
5/27	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	261.30
5/27	TEXAS HIGH SCHOOL COACHES ASSOCIATION	3,150.00
5/27	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	105.70
5/27	TEXAS LIFE INSURANCE CO	147,433.03
5/27	TEXAS STATE TEACHERS ASSOCIATION	37,695.69
5/27	THE CINCINNATI LIFE INS. CO	20.04
5/27	THE CINCINNATI LIFE INS. CO	160.01
5/27	THE RON CLARK ACADEMY	5,375.00
5/27	THOMPSON & HORTON LLP	2,231.25
5/27	TRINIDAD DOMINGUEZ	95.00
5/27	TROPHY DEN	1,111.50
5/27	UNITED REFRIGERATION	400.17
5/27	UNITED WAY OF ODESSA	2,564.06
5/27	THE UNIVERSITY OF TEXAS AT AUSTIN	8,000.00
5/27	VITAL SIGNS DOT DESIGN LLC	449.04
5/27	WEST TEXAS EDUCATORS	180,498.91
5/27	WEST TEXAS EDUCATORS	2,600.00
5/27	IISE F RUIZ MARQUEZ	402.50
5/27	YVONNE ASAKAWA	442.76
6/3	ABRIL URIAS	200.00
6/3	AIR TUTORS LLC	1,192.50
6/3	AIRGAS USA LLC	666.08
6/3	ALAN WILLIAMS	22,641.74
6/3	ALISA ANN SALAZAR MUSELLA-GONZALES	720.00
6/3	ALONDRA SANDATE	149.00
6/3	AMANDA PADILLA	65.47
6/3	AMAZON CAPITAL SERVICES	70,075.28
6/3	AMSTAR INC	13,936.23
6/3	AMY VANCE	230.00
6/3	ANGELICA GOMEZ	200.00
6/3	ANTHONY SCOTT	95.92
6/3	APPLE, INC	3,297.00
6/3	ASHLEY M DUNN	76.85
6/3	ASHLEY ROJO	53.72
6/3	ASM GLOBAL	15,400.50
6/3	AT&T	9,895.63
6/3	ATHLETIC SUPPLY INC	11,090.52
6/3	BATTERIES UNLIMITED WTX LLC	259.50
6/3	BERTA SALDIBAR	888.65

6/3	DICK BLICK COMPANY	2,164.05
6/3	BLUE STAR BUS SALES LTD	803.04
6/3	BRANTLEY CREEK BBQ & CO LLC	722.50
6/3	BRIAN G AROCHA SR	2,295.00
6/3	BRUNSON FAMILY BBQ	559.60
6/3	CENTURY GRAPHICS & SIGN INC	17.96
6/3	CHEFS DEPOT INC	4,931.67
6/3	CHERYL HINESLY	30.02
6/3	NBCEC INC	413.85
6/3	CHRISTINA DUGAN	200.00
6/3	CHRISTINA SIFUENTEZ	59.16
6/3	CHRISTY KENNEDY	176.76
6/3	CICI'S PIZZA	1,453.92
6/3	CITY OF ODESSA	800.00
6/3	CLAUDIA GRANADOS	24.36
6/3	CLINT STOWE	33.79
6/3	CONTRACT PAPER GROUP INC	25,930.80
6/3	CRAIG A FREIBURGER	775.89
6/3	CROSSROADS FELLOWSHIP GLOBAL, INC.	1,420.00
6/3	CRYSTAL CAMPBELL	200.00
6/3	CRYSTAL CAMPBELL	149.00
6/3	CRYSTAL DAY	259.00
6/3	CRYSTAL KIDD	29.58
6/3	CTBOOK HOLDINGS	866.80
6/3	CULLIGAN WATER CONDITIONING OF WEST TEXAS	430.58
6/3	CYNTHIA RUBALCADO	142.00
6/3	DANIELA SALINAS REYES	758.00
6/3	F&W PLASTICS LLC	10,987.10
6/3	DEJA MCKNIGHT	230.00
6/3	C/O DELL USA L.P.	301.92
6/3	DENISE DELOERA	642.77
6/3	DLR GROUP INC OF TEXAS , A TEXAS CORPORATION	11,700.00
6/3	DOMTECH ELECTRICAL AND CONTROLS LLC	4,926.00
6/3	DORA ALVARADO	1,294.66
6/3	ECTOR THEATRE LLC	9,300.00
6/3	EFRAIN MORENO	230.00
6/3	EMERGENT TREE EDUCATION INC	3,875.00
6/3	ERIN LIMON	1,782.95
6/3	FAWNDA HOLLOWELL	4.21
6/3	FERGUSON FACILITIES SUPPLY	2,178.22
6/3	FLORIDA LEAGUE OF IB SCHOOLS (FLIBS)	2,250.00
6/3	FOLLETT CONTENT SOLUTIONS LLC	7,682.31
6/3	G H DAIRY	1,865.55
6/3	GARDENDALE WATER CO	1,200.00
6/3	GENESIS CARDENAS	149.00
6/3	GEORGE F GOMEZ	1,920.00

6/3	GERARDO JIMENEZ	690.00
6/3	GOPHER SPORT	265.05
6/3	GOT TO SPECIALTIES LLC	1,875.00
6/3	GRACIELA LOZANO	149.00
6/3	GRAINGER	3,312.05
6/3	GEORGE CROSS	920.00
6/3	GUADALUPE HOLGUIN	149.00
6/3	HAPPY GRINGO LLC	544.80
6/3	HECTOR LIMON	744.75
6/3	HILDA LEAL	149.00
6/3	HOME DEPOT USA INC - STORE #562	989.30
6/3	IMPERIAL BAG & PAPER COMPANY LLC	5,071.26
6/3	IMPERIAL BAG & PAPER COMPANY LLC	1,470.49
6/3	ISABEL CARDONA	142.00
6/3	J J FLOWER DISTRIBUTION LLC	412.16
6/3	JASON WATSON	285.00
6/3	ONE-FOURTH CONSULTING LLC	6,000.00
6/3	JOHN MCCLELLAN	230.00
6/3	JOIE SEATON	688.65
6/3	JOSE BAUTISTA	360.00
6/3	JOSEFINA MATA	794.75
6/3	JUANA GAYTAN	13.12
6/3	JULIA CARRASCO	34.37
6/3	JULIA KELTON	149.86
6/3	JULIAN MANCHA	1,550.00
6/3	JULIE SORUM	302.04
6/3	JUMBURRITO	1,580.33
6/3	KNOWSYS EDUCATIONAL SERVICES LLC	3,212.00
6/3	KRISTEN VESELY	688.65
6/3	KRISTI EICHER	372.80
6/3	LABATT FOOD SERVICE	10,409.49
6/3	LAURA CAROLINA GARCIA SMIT	26.17
6/3	LAURA SAMANIEGO	50.61
6/3	LAURA SIKES	164.36
6/3	LEGO BRAND RETAIL	3,475.90
6/3	LESLIE HANKINS	27.91
6/3	LIGHTS ON SOLUTIONS LLC	400,999.56
6/3	LISA DONAHO	23.20
6/3	LONE STAR SIGNS OF WEST TEXAS, INC	41,895.00
6/3	LUNCH MONY INC	596.04
6/3	M&M PARTY RENTALS LLC	3,202.25
6/3	MA HERNANDEZ REYES	34.08
6/3	MABEL GUTIERREZ	75.69
6/3	MAGDALENA G AGUILAR	678.00
6/3	MAHIRA SALINAS	74.68
6/3	MAKAYLA MADRID	45.46

6/3	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	18,348.95
6/3	MANUEL DIAZ	2,305.00
6/3	MARGARET EDWARDS	40.96
6/3	MARIA ORTIZ	240.25
6/3	MARIA ZUBIATE	52.49
6/3	MARIBEL HERNANDEZ	888.65
6/3	MARIE AMANDA RAMOS	120.00
6/3	MARISSA LOPEZ	687.55
6/3	MARK HARRIS HJ INC	30,307.07
6/3	MARK KNOX FLOWERS, INC	642.50
6/3	MARLA HOPPINS	32.19
6/3	MARTHA BURROLA	1,092.00
6/3	MARY NEFF	1,500.00
6/3	MAYRA R ALVAREZ	60.47
6/3	MICHAEL SIMPSON	4,500.00
6/3	MICHELLE KEAST	690.10
6/3	MICHELLE MADRID	57.86
6/3	MIKE SYVERSON	1,835.50
6/3	MIREIDA F VELAZCO	44.01
6/3	MIRIAM NAVARRETE RAMIREZ	36.83
6/3	MIRIAM VALLECILLO	45.97
6/3	MISTY STEWART	43.65
6/3	N-TUNE MUSIC & SOUND INC	38,943.00
6/3	NATIONAL INVENTORS HALL OF FAME	54,395.00
6/3	NAYELI MARTINEZ	45.39
6/3	NCS PEARSON INC	8,793.00
6/3	NETSYNC NETWORK SOLUTIONS	46,564.04
6/3	NEXTGEN SECURITY	84,132.16
6/3	NOHEMI YBARRA	35.89
6/3	NORA GONZALEZ	200.00
6/3	ODESSA COLLEGE	17.00
6/3	ODESSA SIGN SOLUTION LLC	50.00
6/3	OFFICEWISE COMMERCIAL INTERIORS LLC	1,428.64
6/3	SEWCO INC	17,534.84
6/3	OLIVIA PESTER	720.00
6/3	ONCE RAMOS LLC	3,286.75
6/3	ANALICIA PIEDRA	47.99
6/3	ANTONIA MUNOZ	46.25
6/3	CALANDRA R STEPHENS	47.99
6/3	HOPE NABARRETTE	38.40
6/3	JENNIFER REYNIER	80.00
6/3	JESSICA STRUCK	16.65
6/3	MARY WHITE	43.00
6/3	MOLLIE VEGA	24.50
6/3	SOLEDAD HERNANDEZ	22.50
6/3	TRAVIS MEADE	70.50

6/3	OTIS ELEVATOR COMPANY INC	413.25
6/3	PARAMOUNT PEST SERVICES LLC	15,558.00
6/3	PARKHILL, SMITH & COOPER, INC.	480.00
6/3	PBK ARCHITECTS, INC	168,750.00
6/3	PENSKE COMMERCIAL VEHICLES US LLC	1,204.74
6/3	PERLA QUINTANA	888.65
6/3	SHANNON D GAYLOR	588.00
6/3	PERMIAN MOVERS, INC.	150.00
6/3	PETRA ELISA GONZALEZ	92.00
6/3	PETROPLEX OFFICE SUPPLY	6,220.66
6/3	POCKET NURSE ENTERPRISES INC	893.79
6/3	PRICILLA VILLEGAS	1,289.95
6/3	PROJECT LEAD THE WAY INC	2,400.00
6/3	R3 2022 HOSPITALITY CORP	467.67
6/3	REALITYWORKS	1,508.32
6/3	REBECCA TUCKER	149.00
6/3	RHONDA LONG	85.12
6/3	RICHARD A. ONTIVEROZ	3,087.00
6/3	RICKY HICKEY	2,348.88
6/3	RIGO NUNEZ	68.73
6/3	ROBERTO TREJO	200.00
6/3	ROBERTS TRUCK CENTER OF TEXAS	2,138.64
6/3	ROSAS CAFE & TORTILLA FACTORY LTD	459.50
6/3	ROSE VALDERAZ	1,957.85
6/3	ROSEMARY VALADEZ	250.00
6/3	SAMSARA INC	144.00
6/3	SARAH RODRIQUEZ	51.55
6/3	SHANNA EDWARDS	16.75
6/3	SIMS PLASTIC INC	407.58
6/3	SKILLSUSA TEXAS	3,825.00
6/3	SOLIANT HEALTH LLC	600.00
6/3	SONIA ROCHA	62.13
6/3	SONIA ROCHA	888.65
6/3	STEPHANIE WRIGHT	688.65
6/3	STERICYCLE	745.50
6/3	STEVEN MARTIN	720.00
6/3	SWEET PIZZA LLC	241.98
6/3	SYSCO USA, INC	18,242.70
6/3	TANYA GALINDO	149.00
6/3	TANYA GALINDO	200.00
6/3	TERESA MOLINAR	15.08
6/3	TEXAS ASSOCIATION FOR THE GIFTED & TALENTED	1,499.00
6/3	TEXAS ASSOCIATION OF SCHOOL BOARDS	2,500.00
6/3	TASB, INC	12,300.00
6/3	TEXAS EXCAVATION SAFETY SYSTEM, INC.	14.95
6/3	TEXAS STATE NOTARY BUREAU	120.00

6/3	THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY	600.00
6/3	TIM GILLEY	59.45
6/3	TOMMY HAWKINS CONSTRUCTION, INC.	21,622.00
6/3	TOP OF TEXAS PHOTOGRAPHY INC	647.89
6/3	TRACI AVILA	38.06
6/3	BOBBY L BAILEY	2,750.00
6/3	TROPHY DEN	3,314.98
6/3	TYKEEM QUAMAINE RAINEY	4,000.00
6/3	TYSON PREPARED FOOD, INC.	5,137.44
6/3	UIL MUSIC REGION 6	394.00
6/3	UNITED REFRIGERATION	619.26
6/3	UNIVERSITY OF TEXAS AT SAN ANTONIO	650.00
6/3	UT ARLINGTON	625.00
6/3	VALENTINA GONZALEZ	5,000.00
6/3	VALERIA RAMOS	149.00
6/3	VERNIER SOFTWARE & TECHNOLOGY	382,957.20
6/3	VICTORIA NORENA	54.59
6/3	VIKTORIA R HENDERSON	108.46
6/3	VIRGINIA HUNT	888.65
6/3	VITAL SIGNS DOT DESIGN LLC	2,986.33
6/3	WALSWORTH PUBLISHING CO	6,651.48
6/3	RANCH SUPPLY OF ODESSA	70.00
6/3	WATCHFIRE ENTERPRISES INC	933.57
6/3	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	3,210.00
6/3	WHITE HOUSE MEAT MARKET	1,354.75
6/3	WHITEHOUSE PARKS LEGADO	1,198.80
6/3	ZAPOPAN BUSINESS GROUP LLC	4,139.70
6/3	YAZMYN GONZALEZ	720.00
6/3	YOLANDA MARTINEZ	16.82
6/3	ZACKARY TRAVIS	5,500.00
6/3	ZULEMA PALOMINO	52.06
5/7	AETNA LIFE INSURANCE COMPANY	330.94
5/7	AETNA LIFE INSURANCE COMPANY	396,354.89
5/7	BLUE CROSS BLUE SHIELD TEXAS	255,950.92
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	949
	TOTAL AMOUNT WRITTEN FOR DISTRICT	$ 28,642,789.72

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
$25,000.00	199	Education Foundation	Library Refresh Project – paint library at Murry Fly
$14,582.96	199	Education Foundation	Library Refresh Project – carpet for Murry Fly library
$32,050.00	199	Permian Basin Workforce Development Board	Workforce Retention Awards to staff for dedication to child care
$10,000.00	482	Education Foundation	AVID Summer Institute registration fees and travel costs
$87,555.49	199	Education Foundation	Library Refresh Project – furniture for Murry Fly library

_____ _____

Board Approval Date

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

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.

Donation # 493
Campus: 126 - Fly Elementary
Principal/Non-Campus Administrator: Christina Salinas
Name of Donor: Education Foundation of Odessa
Email/Phone of Donor: educationfoundation.odessa@outlook.com
Donor Mailing Address: PO Box 951 Odessa, TX 79760
Donation Description: Painting - ECISD Library Refresh Project
Type of Donation: Physical items
Value*: 25000
*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.
Purpose of Donation: Painting library at Murry Fly as part of ECISD Library Refresh Project
Item/Service: Paint and Labor
Purpose of Purchase: ECISD Library Refresh Project

Approver	Response	Date	Comment
Nidia Soriano	Approve	5/07/2026 12:00 PM	NA
Keeley Boyer	Approve	5/11/2026 10:48 AM	NA
Albessa Chavez	Approve	5/12/2026 9:27 AM	Approved
Morgan Eaton	Approve	5/13/2026 2:38 PM	NA
Christina Salinas	Approve	5/22/2026 2:58 PM	NA
Regina Saenz	Approve	6/03/2026 12:16 PM	199-81-6629-00-126-99

RODRIGUEZ DRYWALL
& PAINT CO., INC.

2917 CHISUM AVE.
ODESSA, TEXAS 79762
(Phone) 432-664-7309

May 4. 2026

Mr. Gary Weatherford
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761
PO Box 3912
432.456.0000 Phone
gary.weatherford@ectorcountyisd.org

RE: Proposal – ECISD Murry Fly Elementary School – Library Renovation

Dear Mr. Weatherford,

We propose furnishing all labor and material for completing the following work as per your specifications.

Library Renovation:
Refinish all book shelves
Repaint interior walls, columns, and sheetrock ceilings

Total this Bid $25,000.00

Please do not hesitate to contact me should you have any questions regarding this proposal.

Sincerely,

Rodriguez Drywall & Paint Co., Inc.

Clay Rodriguez

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

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.

Donation # 494
Campus: 126 - Fly Elementary
Principal/Non-Campus Administrator: Christina Salinas
Name of Donor: Education Foundation of Odessa
Email/Phone of Donor: educationfoundation.odessa@outlook.com
Donor Mailing Address: PO Box 951 Odessa, TX 79760
Donation Description: Carpet for Fly Library
Type of Donation: Physical items
Value*: 14582.96
*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.
Purpose of Donation: Carpet for Fly Library
Item/Service: carpet and labor
Purpose of Purchase: ECISD Library Refresh Project

Approver	Response	Date	Comment
Keeley Boyer	Approve	5/11/2026 10:49 AM	NA
Christina Salinas	Approve	5/11/2026 12:37 PM	NA
Albessa Chavez	Approve	5/12/2026 9:27 AM	Approved
Morgan Eaton	Approve	5/13/2026 2:39 PM	NA
Nidia Soriano	Approve	6/03/2026 10:18 AM	NA
Regina Saenz	Approve	6/03/2026 12:17 PM	199-81-6629-00-126-99

LVR Commercial Flooring

8518 Urbana Avenue
Lubbock, Texas 79424

Telephone 806-866-9797
Fax 806-866-0084

PROPOSAL

To: Ector County ISD
Fly Elementary Library

Attn: Jesse Flores

Date	April 20, 2026
Customer Order Number	
Salesperson	Chris Aleman
via	

Terms: **FULL PAYMENT DUE UPON RECEIPT**
1 1/2% SERVICE CHARGE TO BE ADDED EVERY 30 DAYS OF INSTALLATION, ON OUTSTANDING BALANCES. A 3% SERVICE CHARGE WILL BE ADDED TO ALL PAYMENTS MADE BY CREDIT CARD

Quantity	Unit	Description	Price	Amount
364	sy	Patcraft Learning Lab carpet tile installed.	38.14yd	$13,882.96
350	lf	Roppe 4" Cove Base Installed.	2.00ft	$700.00
				_____
		TOTAL		$14,582.96
		Carpet color to be Imagination Lemon 00210		
		Price based on floor plan provided.		
		Price includes demo existing carpet.		

Thank You!

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

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.

Donation # 495
Campus: 811 - Daycare
Principal/Non-Campus Administrator: Sylvia Rodriguez
Name of Donor: Permian Basin Workforce Development Board
Email/Phone of Donor: 432-563-5239
Donor Mailing Address: PO Box 61947 Midland, TX 79711
Donation Description: Workforce Retention Award
Type of Donation: Check
Value*: 32050
*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.
Purpose of Donation: Funds are to reward staff for their dedication to the child care industry. The monetary recognition to the individuals is based on tenure those who have worked in the child care center from 2-4 years, 5-10 years, 11-20 years, and 21 years or more.
Item/Service: The funds are to be distributed according to the amounts awarded to each eligible employee.
Purpose of Purchase: The funds will help contribute to employee retention and providing quality child care for low-income families.

Approver	Response	Date	Comment
Nidia Soriano	Approve	5/07/2026 11:57 AM	NA
Keeley Boyer	Approve	5/11/2026 10:48 AM	NA
Albessa Chavez	Approve	5/12/2026 9:28 AM	Approved
Morgan Eaton	Approve	5/13/2026 2:39 PM	NA
Sylvia Rodriguez2	Approve	5/22/2026 2:47 PM	NA
Regina Saenz	Approve	6/03/2026 12:17 PM	199-61-6128-00-811-99

PBWDB
PERMIAN BASIN
WORKFORCE
DEVELOPMENT BOARD

As the Chairman of the Permian Basin Workforce Development Board. I just wanted to express my sincere appreciation for your commitment to providing quality child care for thousands of low-income families. The mission statement for our Board is "Investing in the Future through jobs and training". We are currently subsidizing 2800 children daily because of your unwavering support for these families.

520

Because of the child care services offered to the 2800 children, their parents can work and support their families and our communities. Finally, I want the entire child care network to clearly understand our 30-member Board is 100% committed to your success. Keep up the great work and please let us know what we can do to continue our efforts to support you and the families we serve.

Sincerely,

Noe Salazar
Permian Basin WDB Chairman

PBWDB

PERMIAN BASIN
WORKFORCE DEVELOPMENT BOARD

Workforce Retention Award

Congratulations!

On behalf of the Permian Basin Workforce Development Board,
your child care facility has received the
Workforce Retention Award!
Thank you for your participation in collaborating to recognize your staff's contribution to the childcare needs of the Permian Basin.
All awards were based on the tenure of your staff.
Enclosed, you will find a staff roster showcasing the amounts by staff member.

Please complete the following steps to satisfy our accounting requirements:

- Distribute the funds to your staff according to the roster.
- Provide proof of payment verifying receipt by each staff member.
  (For example: copy of check, ACH transmittal, etc.)
- Return the supporting documentation no later than, **Friday, June 5, 2026** to Yesmary Rodriguez at **Payablespb@workforcepb.org**.

Thanks again to you and your entire staff for making a difference in the Permian Basin. You are truly appreciated!

Best regards,
PBWDB

432.563.5239
P.O. Box 61947, Midland, Texas 79711

PERMIAN BASIN
WORKFORCE DEVELOPMENT BOARD

FY26 Child Care Employee Longevity Incentive – May 2026

Greetings,

Please find below the distribution amounts awarded to each eligible employee.

If an employee is no longer with the organization, kindly return the corresponding award.

To confirm receipt of the listed amount and acknowledge the required validation steps (as outlined in the enclosed document), please sign below.

Thank you!

	ECISD Children's Center	Years of Service	$	32,050.00
1	Maria Orona	3	$	350.00
2	Letty Armendariz	2	$	350.00
3	LaToya Washington	4	$	350.00
4	Wendy Pardue	8	$	1,000.00
5	Alexya Castillo	5	$	1,000.00
6	Veronica Rodriguez	5	$	1,000.00
7	Melinda Brady	6	$	1,000.00
8	Melissa Grizzell	19	$	2,000.00
9	Priscilla Perez	11	$	2,000.00
10	Hector Guerrero	12	$	2,000.00
11	Sylvia Rodriguez	15	$	2,000.00
12	Patricia Hernandez	12	$	2,000.00
13	Dominga Nevarez	20	$	2,000.00
14	Lisa Cortez	26	$	3,000.00
15	Linda Guyton	26	$	3,000.00
16	Angelica Gonzalez	26	$	3,000.00
17	Blanca Gonzalez	25	$	3,000.00
18	Lydia Pearce	35	$	3,000.00
	Grand Total		**$**	**32,050.00**

Sylvia Rodriguez

Recipient (Print First/Last Name)

Recipient Signature

33777

Permian Basin Workforce Development Board

33777
4/29/2026

Payee ECISD District Children's Center #417304 Account #:
Vendor ID ECISD District

Invoice	Description	Discount	Amount
12919	Employee Longevity Incentive	$0.00	$32,050.00
	Total :	$0.00	$32,050.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

33777

Frost Bank
www.frostbank.com
30-9/1140

Permian Basin Workforce Development Board
PO Box 61947
Midland, TX 79711-1947
(432) 563-5239

****Thirty Two Thousand Fifty and 00/100 Dollars

DATE
4/29/2026

AMOUNT
$32,050.00

PAY TO THE ORDER OF
ECISD District Children's Center #417304
PO BOX 3912
Odessa, TX 79760

Two Signatures Required If Over $5,000.00
Void If Not Cashed Within 90 Days

AUTHORIZED SIGNATURE

HEAT SENSITIVE

Details on Back. Security Features Included

⑈033777⑈ ⑆114000093⑆ ⑈57895558⑆

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

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.

Donation # 503
Campus: 854 - AVID
Principal/Non-Campus Administrator: Elizabeth Gray
Name of Donor: Education Foundation of Odessa
Email/Phone of Donor: educationfoundation.odessa@outlook.com
Donor Mailing Address: PO Box 951 Odessa, Texas 79760
Donation Description: Donation - AVID Summer Institute
Type of Donation: Check
Value*: 10000
*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.
Purpose of Donation: AVID Summer Institute travel and registration fees
Item/Service: AVID Summer Institute travel and registration fees
Purpose of Purchase: AVID Summer Institute travel and registration fees

Approver	Response	Date	Comment
Elizabeth Gray	Approve	5/27/2026 4:18 PM	Approved
Nidia Soriano	Approve	5/28/2026 1:07 PM	NA
Albessa Chavez	Approve	5/29/2026 11:02 AM	Approved
Morgan Eaton	Approve	5/29/2026 11:48 AM	NA
Keeley Boyer	Approve	6/01/2026 12:10 PM	NA
Regina Saenz	Approve	6/03/2026 12:19 PM	482-13-6411-29-854-11-48226 $6792.00 482-21-6411-29-854-99-48226 $3208.00

From: Elizabeth Gray
To: Celeste Potter
Cc: Lidia Valenzuela
Subject: Fw: Sponsorship Request - AVID Summer Institute and ACE Registrations
Date: Thursday, May 21, 2026 4:41:08 PM
Attachments: image001.png
image002.png
image.png
image.png

Good afternoon!

Thank you for your patience as I worked on gathering this information.

Here is the detailed breakdown of costs for San Antonio Summer Institute and AVID Certified Educators (ACE) registrations:

AVID San Antonio Summer Institute July 7-9, 2026

Fly	July 6-9	Driver (group)	July 6-9	Passenger	July 6-9
Motel per night $210	$630.00	Motel per night $199	$630.00	Motel per night $199	$630.00
Flight	$480.00	Mileage $0.725	$507.50	Mileage $0.725	$0.00
Meals per day $74-First & last day $55.50-Day 1 $51.00-Day 2	$255.00	Meals per day $74-First & last day $55.50-Day 1 $51.00-Day 2	$255.00	Meals per day $74-First & last day $55.50-Day 1 $51.00-Day 2	$255.00
Shuttle	$150.00	Parking	$180.00	Shuttle/parking	$0.00
Travel Total	$1,515.00	Travel Total	$1,572.50	Travel Total	$885.00
Registration	$1,199.00	Registration	$1,199.00	Registration	$1,199.00
Conference total	**$2,714.00**	**Conference total**	**$2,771.50**	**Conference total**	**$2,084.00**

Liz	July 6-9
Motel per night $199	$597.00
Flight	$480.00
Meals per day $74, First & last day $55.50, Day 1 $51.00, Day 2	$255.00
Shuttle	$150.00
Travel Total	$1,482.00
Registration 1-day Leadership	$250.00
Conference total	**$1,732.00**

ACE Registrations	
Teysha Tindol	$1,249
Yvette Abila	$1,249
Total	**$2,498**

We are working to find people to attend the Summer Institute and should be able to take at least 2 people along with me. Once we know who we are taking and how they are traveling, we will update you. I will be flying.

We already have accounts for my travel, Admin travel, and teacher travel. Would this follow the same process as the donation for the Guest Speaker for AVID Celebration? Again, once we know who's traveling, we will know which budget lines

need to funds.

We can't thank you and the Education Foundation enough for all that you do for us and ECISD!

Many thanks,
Liz Gray
AVID District Director
Book time to meet with me

From: Celeste Potter <Celeste.Potter@ectorcountyisd.org>
Sent: Monday, May 18, 2026 10:37 AM
To: Elizabeth Gray <Elizabeth.Gray@ectorcountyisd.org>
Subject: RE: Sponsorship Request - AVID Summer Institute and ACE Registrations

Just include a detailed breakdown of costs so that Finance knows what accounts to create.

From: Elizabeth Gray <Elizabeth.Gray@ectorcountyisd.org>
Sent: Friday, May 15, 2026 11:49 AM
To: Celeste Potter <Celeste.Potter@ectorcountyisd.org>
Subject: Re: Sponsorship Request - AVID Summer Institute and ACE Registrations

Wow! This is incredible!! Thank you so much for your generous support! We are truly grateful!

We will begin working on an itemized budget right away and will have it ready to share with you early next week. Please let me know if there is a specific format or any details you would like us to include.

Thank you again for believing in and investing in our students and educators! It means so much to our AVID program!

Many thanks,

Liz Gray

AVID District Director

Book time to meet with me

From: Celeste Potter <Celeste.Potter@ectorcountyisd.org>
Sent: Thursday, May 14, 2026 5:47 PM
To: Elizabeth Gray <Elizabeth.Gray@ectorcountyisd.org>
Subject: Re: Sponsorship Request - AVID Summer Institute and ACE Registrations

The Education Foundation Board of Directors voted unanimously to award you $10,000 towards this request.

Based off of the awarded amount, please send me an itemized budget that may be shared with ECISD Finance with the check.

Celeste Potter, CEFL, CFRM

Executive Director

Education Foundation of Odessa

O: 432-456-7059

celeste.potter@ectorcountyisd.org

EducationFoundation.Odessa@outlook.com

www.educationfoundationodessa.org

From: Elizabeth Gray <Elizabeth.Gray@ectorcountyisd.org>
Sent: Wednesday, May 6, 2026 10:08 AM
To: Celeste Potter <Celeste.Potter@ectorcountyisd.org>
Subject: Sponsorship Request - AVID Summer Institute and ACE Registrations

Good morning Celeste!

I hope you're doing well! I wanted to follow up on both requests I previously shared and see if there have been any updates or questions.

I'm checking in on the request for the San Antonio AVID Summer Institute sponsorship, as well as the previously submitted request for funding support for AVID Certified Educator (ACE) registration fees.

I appreciate you taking the time to review both and am happy to provide any

additional information if helpful.

Hope you're having a great day!

Many thanks,

Book time to meet with me

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

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.

Donation # 509
Campus: 126 - Fly Elementary
Principal/Non-Campus Administrator: Christina Salinas
Name of Donor: Education Foundation of Odessa
Email/Phone of Donor: educationfoundation.odessa@outlook.com
Donor Mailing Address: PO Box 951 Odessa, Texas 79760
Donation Description: Furniture for Library
Type of Donation: Physical items
Value*: 87555.49
*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.
Purpose of Donation: New furniture for library
Item/Service: Furniture, delivery, and set-up
Purpose of Purchase: ECISD Library Refresh Project

Approver	Response	Date	Comment
Keeley Boyer	Approve	6/04/2026 8:52 AM	NA
Nidia Soriano	Approve	6/04/2026 10:14 AM	NA
Albessa Chavez	Approve	6/10/2026 11:17 AM	Approved
Morgan Eaton	Approve	6/10/2026 11:19 AM	NA
Christina Salinas	Approve	6/10/2026 4:08 PM	NA
Regina Saenz	Approve	6/10/2026 4:24 PM	199-12-6397-00-126-11

Officewise Commercial Interiors

Quotation

Prepared For:
Jessica Dominguez
Ector County ISD
802 N Sam Houston Ave
Odessa TX 79761
432.456.6079
Jessica.Dominguez@ectorcountyisd.org

Date: 5/26/2026
Expires: 6/26/2026
Quote #: LZ5904-1

HON OMNIA Contract #R240117
Buyboard Contract #767-25
Revised 6.02.2026

Account Manager: Ruben Cardona
rcardona@officewiseco.com
Prepared By: Lupe Zermeno

Purchase Order Made Out To:
Officewise Commercial Interiors
1301 13th Street
Lubbock, TX 79401

Murry Fly Library

Image		Qty	Mfg	Model No.	Description	List	Sell	Ext Sell
	Option 1	**2**	**FOM**	**F586-57X24X51-Z**	**Eagle's Nest,57"Lx24"Wx51"H,Zippered**	$5,365.00	$2,861.33	$5,722.66
				GR1	Grade-1			
				-	Inside			
				SIL	Grade-1 (Silvertex Neo)			
				SPR_SILVERTEX-STORM	Storm			
				--	Side			
				SIL	Grade-1 (Silvertex Neo)			
				SPR_SILVERTEX-LIMON	Limoncello			
				---	Outside			
				SIL	Grade-1 (Silvertex Neo)			
				SPR_SILVERTEX-STORM	Storm			
				~	No Embroidery			
				~	No CAL 133 Fire Retardant			
	Option 1	**8**	**HON**	**HETB4LEG-UV**	**Build Desk and TBL Leg 22-34 4pk**	$251.00	$112.95	$903.60
				$(P2)	P2 Paint Opts			
				.T1	Platinum Metallic			
	Option 1	**1**	**HON**	**HEMKREND29-SP**	**Build MakerspaceTbl EndPnl for Hanging Accessories Seated**	$640.00	$288.00	$288.00
				$(P2)	Grade 2			
				.P8X	Solar Black			
	Option 1	**8**	**HON**	**HSS4L-16B**	**SmartLink Seating 16" 4L Chair 4/carton**	$852.00	$383.40	$3,067.20
				.E	Nylon			
				.ON	Onyx			
				$(P3)	P3 Paint Opts			
				.P093	Ochre			
	Option 1	**1**	**HON**	**HECSJVAP**	**JV Arrow Pouf**	$1,644.00	$739.80	$739.80
				$(14)	Grade 14 Uph			
				.POL	Polygon			
				14	Freestyle			
				.G	Glide			
	Option 1	**2**	**HON**	**HECSJVAP**	**JV Arrow Pouf**	$1,118.00	$503.10	$1,006.20
				$(3)	Grade 3 Uph			
				.SX	Moxie			
				04	Elysian			
				.G	Glide			
	Option 1	**1**	**HON**	**HECSJVHP**	**JV Hexagon Pouf**	$1,735.00	$780.75	$780.75
				$(14)	Grade 14 Uph			
				.POL	Polygon			
				14	Freestyle			
				.G	Glide			
	Option 1	**1**	**HON**	**HECSJVHP**	**JV Hexagon Pouf**	$1,209.00	$544.05	$544.05
				$(3)	Grade 3 Uph			

				.SX	Moxie			
				04	Elysian			
				.G	Glide			
	Option 1	**1**	**HON**	**HECSJVHP**	**JV Hexagon Pouf**	$1,209.00	$544.05	$544.05
				$(3)	Grade 3 Uph			
				.SX	Moxie			
				12	Macintosh			
				.G	Glide			
	Option 1	**2**	**HON**	**HECSVAP**	**Varsity Arrow Pouf**	$1,669.00	$751.05	$1,502.10
				$(9)	Grade 9 Uph			
				.SW	Silverweave			
				-012	Daylily			
				.G	Glide			
	Option 1	**1**	**HON**	**HECSVHP**	**Varsity Hexagon Pouf**	$2,179.00	$980.55	$980.55
				$(14)	Grade 14 Uph			
				.POL	Polygon			
				14	Freestyle			
				.G	Glide			
	Option 1	**2**	**HON**	**HECSVHP**	**Varsity Hexagon Pouf**	$1,386.00	$623.70	$1,247.40
				$(3)	Grade 3 Uph			
				.SX	Moxie			
				12	Macintosh			
				.G	Glide			
	Option 1	**1**	**HON**	**HECSVHP**	**Varsity Hexagon Pouf**	$1,770.00	$796.50	$796.50
				$(9)	Grade 9 Uph			
				.SW	Silverweave			
				-012	Daylily			
				.G	Glide			
	Option 1	**1**	**HON**	**HEMKR427229BB**	**Build Makerspace tbl 42x72 Seated w/ BB Top**	$3,819.00	$1,718.55	$1,718.55
				.N	No Grommets			
				.LH903	Birch Butcherblock			
				.C	Casters			
				$(P2)	Grade 2			
				.P8X	Solar Black			
	Option 1	**8**	**HON**	**HE4LSTL18**	**Build Seated Height 4-Leg Stool**	$218.00	$98.10	$784.80
				$(P3)	P3 Paint Opts			
				.P093	Ochre			
	Option 1	**1**	**HON**	**HPTCC2-T1UM**	**Altern Custom Task Chair Mesh Mid-Back**	$616.00	$277.20	$277.20
				.BLK	Black			
				$(1)	Grade 1 Uph			
				.SNBLE	Noble Seating			
				16	Stormy			
	Option 1	**3**	**HON**	**HFLYO1DF**	**Round Mini Dual Fabric**	$984.00	$442.80	$1,328.40
				~	Undecided GLIDE Option			
				$(14)	Grade 14 Uph			
				.POL	Polygon			
				14	Freestyle			
				$(3)	Grade 3 Uph			
				.SX	Moxie			
				04	Elysian			
	Option 1	**3**	**HON**	**HFLYO1DF**	**Round Mini Dual Fabric**	$984.00	$442.80	$1,328.40
				~	Undecided GLIDE Option			
				$(14)	Grade 14 Uph			
				.POL	Polygon			
				14	Freestyle			
				$(3)	Grade 3 Uph			
				.SX	Moxie			
				12	Macintosh			

Option 1	**8**	**HON**	**HETR3060E**	**Build Rectangle Top 30x60**	$561.00	$252.45	$2,019.60
			.N	No Grommets			
			$(L1STD)	Grd L1 Standard Laminates			
			.LAHP	Handspun Pearl			
			.OR	Ochre			
Option 1	**4**	**MOR**	**4000B**	**Morris 45Âº Wedge Bench**	$1,945.33	$578.47	$2,313.88
			1	Single Fabric			
			Coated Fabric	Coated Fabric			
			Grade 2	Grade 2			
			V0109202675	Endurance EPU Noir			
			NO-E1	No Selection			
			NO-E3	No Selection			
Option 1	**1**	**MOR**	**42BOGT**	**Blossom Ottoman - Table Top/Glides - 42" Dia.**	$2,180.17	$1,042.07	$1,042.07
			MATCH	Matching Edge Band			
			7909-7909	Fusion Maple			
			Woven Fabric	Woven Fabric			
			Grade 4	Grade 4			
			V0666407	Honeycomb Shag Shale			
			NO-E2	No Selection			
			NO-E3	No Selection			
Option 1	**2**	**MOR**	**4000CIB**	**Morris 45Âº Inside Wedge Chair - Armless**	$2,508.29	$1,280.33	$2,560.66
			2	Dual Fabrics			
			Coated Fabric	Coated Fabric			
			Grade 2	Grade 2			
			V0109202675	Endurance EPU Noir			
			Coated Fabric	Coated Fabric			
			Grade 2	Grade 2			
			V0109202939	Endurance EPU Bluebell			
			NO-E1	No Selection			
			NO-E3	No Selection			
			NO-ON	No Selection			
Option 1	**3**	**MOR**	**4000COB**	**Morris 45Âº Outside Wedge Chair - Armless**	$2,377.88	$1,195.67	$3,587.01
			2	Dual Fabrics			
			Coated Fabric	Coated Fabric			
			Grade 2	Grade 2			
			V0109202675	Endurance EPU Noir			
			Coated Fabric	Coated Fabric			
			Grade 2	Grade 2			
			V0109202939	Endurance EPU Bluebell			
			NO-E1	No Selection			
			NO-E3	No Selection			
			NO-ON	No Selection			
Option 1	**1**	**SMI**	**21088**	**Everything Cart - 18" Depth x 36" Width x 36" Height**	$732.00	$508.33	$508.33
			SSPAINT	Smith System Paint			
			PLT	PLT:Platinum			
Option 1	**1**	**WB**	**LBC1000-232223-AC-D**	**Mobile Depressible Book Cart**	$3,102.00	$1,158.08	$1,158.08
			TFL	Classic Finish			
			-C99T	Little Black Dress			
			-C99	Little Black Dress			
Option 1	**1**	**WB**	**RT4222-307222**	**REplayÂ® Wardrobe Tall Cabinets, Teacher's Wardrobe, 1 Vertical Divider, 2 Fixed Shelves,**	$4,889.00	$1,825.23	$1,825.23
			C	Classic Finish			
			-KBT	Hardrock Maple			
			-C88	Hardrock Maple			
Option 1	**1**	**WB**	**SS5000-3660-5AC**	**Transporter Storage, 1 Fixed Shelf, 4 Adjustable Shelves, Full Height Double Doors,**	$4,383.00	$1,636.32	$1,636.32
			C	Classic Finish			
			-C88T	Hardrock Maple			
			-KBT	Hardrock Maple			
			-C88T	Hardrock Maple			
Option 1	**1**	**WB**	**CD1000-603029-LG**	**Double Sided TFL: Modular Circulation Desk, Main Rectangle Unit, Leveling Glides**	$1,819.00	$679.09	$679.09

			TFL	Classic Finish			
			-C88	Hardrock Maple			
			-C88	Hardrock Maple			
			-C99	Little Black Dress			
			-C99	Little Black Dress			
			NO_SELECTION	No Selection			
Option 1	**1**	**WB**	**CD1010-363029-LG**	**Main Rectangle Unit w/ Book Drop 36"W x 30"H x 29"D**	$1,779.00	$664.16	$664.16
			TFL	Classic Finish			
			-C88	Hardrock Maple			
			-C88	Hardrock Maple			
			-C99	Little Black Dress			
			-C99	Little Black Dress			
			NO_SELECTION	No Selection			
Option 1	**1**	**WB**	**CD2000-293029-LG**	**Curved Corner Unit 29"W x 30"H x 29"D**	$2,095.00	$782.13	$782.13
			TFL	Classic Finish			
			-C88	Hardrock Maple			
			-C88	Hardrock Maple			
			-C99	Little Black Dress			
			-C99	Little Black Dress			
			NO_SELECTION	No Selection			
Option 1	**11**	**WB**	**LCD1255-604223-AC**	**2 Adjustable Shelves, 4 Casters, 30"W x 30"H x 23"D**	$6,175.32	$2,305.45	$25,359.95
			TFL	Classic Finish			
			-C88	Hardrock Maple			
			-C88	Hardrock Maple			
			-KBT	Hardrock Maple			
			-C88	Hardrock Maple			
			NO_SELECTION	No Selection			
			-M	Magnet Docking			
Option 1	**2**	**WB**	**LCD1255-604823-AC**	**2 Adjustable Shelves, Levelers, 30"W x 30"H x 23"D**	$6,462.32	$2,412.60	$4,825.20
			TFL	Classic Finish			
			-C88	Hardrock Maple			
			-C88	Hardrock Maple			
			-KBT	Hardrock Maple			
			-C88	Hardrock Maple			
			NO_SELECTION	No Selection			
			-M	Magnet Docking			
Option 1	**1**	**WB**	**RB3145-423622**	**REplay Door & Drawer Base Cabinet, Modular w/Levelers, Double Full Height Doors, 1**	$2,583.00	$964.32	$964.32
			TFL	Classic Finish			
			-C99T	Little Black Dress			
			-C99	Little Black Dress			
			-KB	Hardrock Maple			
			-C88	Hardrock Maple			
			NC	No Casters			
			NL	No Lock			
Option 1	**1**	**WB**	**RB6030-243622**	**REplay Drawer Base Cabinets, Modular w/Levelers, 3 Equal Drawers, 24"W x 22"D x**	$2,331.00	$870.24	$870.24
			TFL	Classic Finish			
			-C99T	Little Black Dress			
			-C99	Little Black Dress			
			-KB	Hardrock Maple			
			-C88	Hardrock Maple			
			NC	No Casters			
			NL	No Lock			
Option 1	**1**	**WB**	**CD6040-243028-AL**	**Double Sided TFL: Modular Circulation Inline Desk Cabinet, 4 Equal Drawers, Levelers**	$2,882.00	$1,008.70	$1,008.70
			TFL	Classic Finish			
			-C88	Hardrock Maple			
			-C88	Hardrock Maple			
			-C99	Little Black Dress			
			-C99	Little Black Dress			
			NO_SELECTION	No Selection			
			~	No Selection			
			~	No Selection			
			~	No Selection			
						Subtotal	$75,365.18

HON	**TARIFF**	**HON Tariff/Surcharge (4.5%)**	$0.00	$893.57	$893.57
MOR	**Freight**	**MooreCo Freight**	$1,476.66	$1,476.66	$1,476.66
WB	**Freight**	**WB Manufacturing Freight**	$5,675.00	$5,675.00	$5,675.00
OWCI	**RDI**	**Delivery & Installation**	$0.00	$4,145.08	$4,145.08

Total List: $191,568.53

Total Sell: $87,555.49

Furniture Payment Options & Terms:

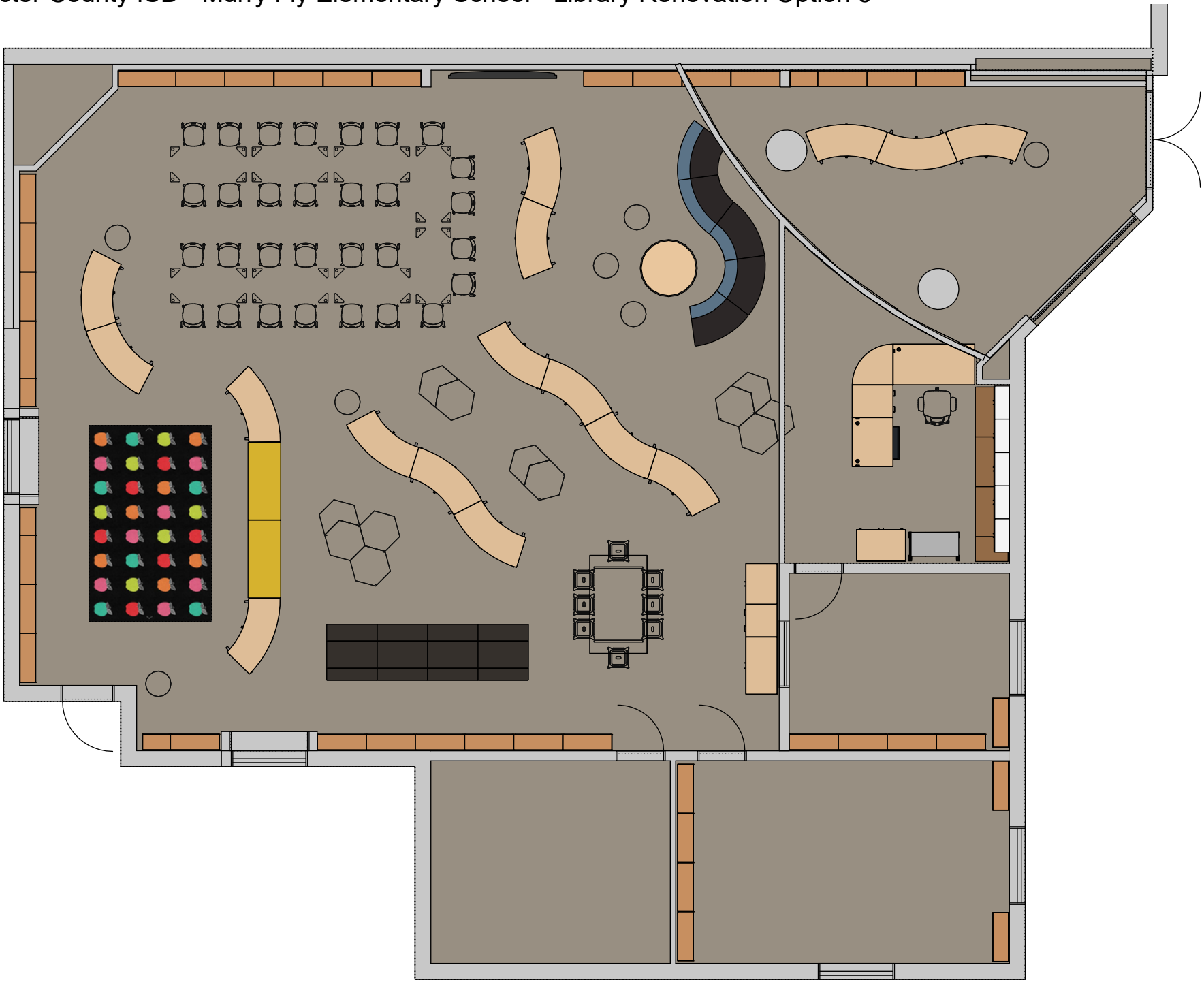
FINANCING AVAILABLE (Inquire for details)
Special/Custom order furniture cannot be returned.
75% deposit due upon placement of order.
Final balance due within 15 days upon completion of delivery.
Design & Project Management Services: Hourly accrual of work performed to be billed monthly (If applicable; will be discussed in advance)
Monthly Payment: Billable hours based on work completed. (If applicable; will be discussed in advance)
50% fee will be invoiced for product received in warehouse without a PO.
Storage is free for 30 days. After 30 days, storage fees may apply.
Any electrical components to be hard-wired shall be completed by a licensed electrician at customer's expense.
Additional installation fees may apply for stair carry and/or work performed outside of normal business hours/weekends.
If construction delays require storage of furniture beyond 30 days, contractor will be responsible for replacing items with concealed freight damage.

Please Review Prior to Placing Order:
Please review fabrics and finishes for accuracy before placing order. If fabric/finish samples are needed, please contact your account manager.
Once terms are approved, sign below and return via email with Purchase Order.

_____

Customer Name/Signature & Date
I agree to payment terms and have verified fabrics and finishes are accurate. I understand special order furniture cannot be returned.

Ector County ISD - Murry Fly Elementary School - Library Renovation Option 5



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Project Designer
Naomi Perkins

officewise® COMMERCIAL INTERIORS

Issue Date
4/24/2026

Revision History
4.24.2026

535

Murry Fly Elementary - Library
ECISD

File Name
ECISD Murry Fly

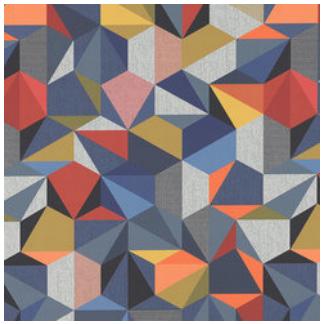
Floor Plan - Opt 5

Ector County ISD - Murry Fly Elementary School - Library Renovation

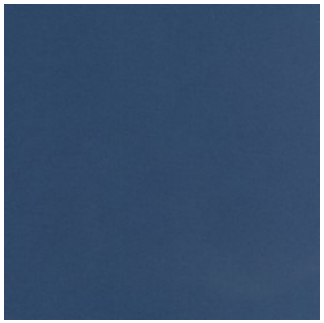
Option 5

Notes:

- Tables and chairs for 30 students
- Table 24" high
- Chair 14" high (Kindergarten - 1st grade)
- Stacks and books existing/provided by end user
- Rug - existing



Polygon - Freestyle



Moxie - Elysian

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Issue Date
4/24/2026

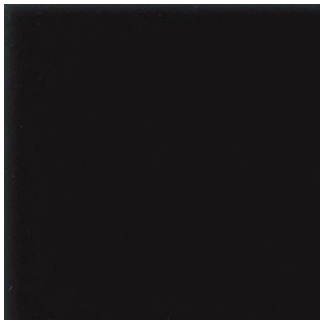
Revision History
4.24.26

536

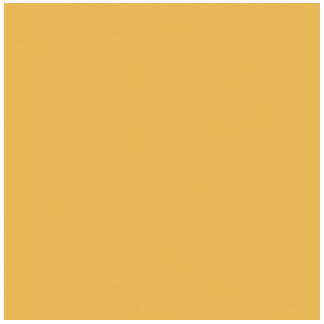
Murry Fly Elementary - Library
ECISD

File Name
ECISD Murry Fly

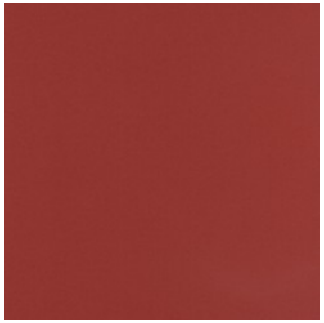
Renderings - Opt 5



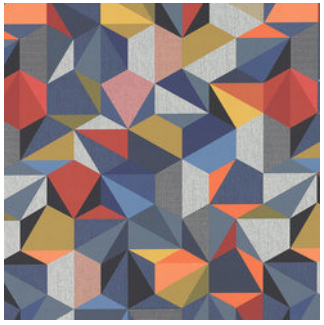
Chair Shell - Onyx



Chair Legs - Orchre



Moxie - Macintosh



Polygon - Freestyle

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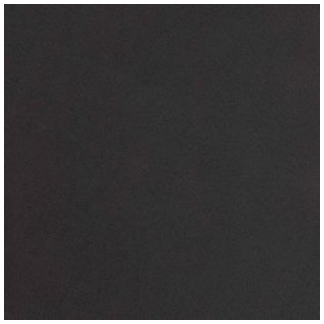
537

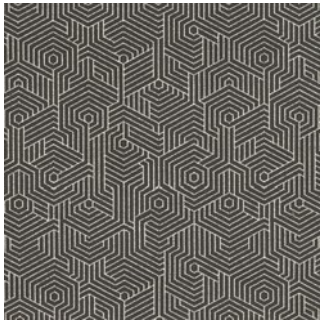
Murry Fly Elementary - Library
ECISD

File Name
ECISD Murry Fly

Renderings - Opt 5

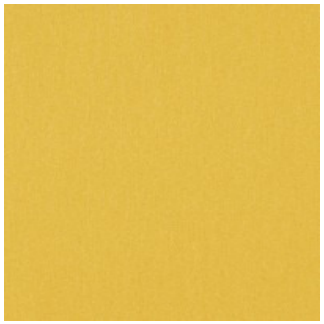


Steps Top - Silvertex Carbon



Steps Front - Honeycomb Shag, Shale

Moxie - Elysian



Silverweave - Daylily

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Revision History
4.24.26

538

Murry Fly Elementary - Library
ECISD

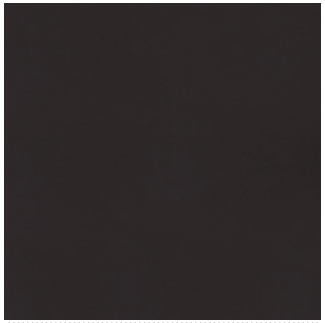
File Name
ECISD Murry Fly

Renderings - Opt 5

Worksurface LAM - Hardrock

Desk LAM - Little Black Dress

Lounge Back - Endurance, Bluebell



Lounge Seat - Endurance, Noir

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Issue Date
4/24/2026

Revision History
4.24.26

539

Murry Fly Elementary - Library
ECISD

File Name
ECISD Murry Fly

Renderings - Opt 5

REQUEST FOR APPROVAL OF RECOMMENDATIONS OF LIBRARY MATERIALS

SB 13, enacted by the 89th Texas Legislature, introduces additional requirements regarding a school district's procedures for procuring library materials and/or accepting donations of books intended for a campus library.

The materials referenced have been thoroughly reviewed to ensure compliance with the Texas State Library and Archives Commission School Library Programs: Standards and Guidelines for Texas, as well as all requirements specified in EFB (LEGAL).

This list has been available to the public for 30 days before the Board voted to accept the titles that were donated or requested for procurement in accordance with legal requirements.

The Digital Learning Department requests approval of the list of recommended library materials.

Review for June 2026 Board Meeting			
The 250th anniversary of the United States of America encyclopedia	Bennett, L		
Aliens Love Underpants	Freedman, Claire		
La amistad de acuerdo a Humphrey	Birney, Betty G		
Barkley	Miles, Ellen		
Bath time for the Crayons	Daywalt, Drew		
A bear, a man, and a donut van	Bernstrom, Daniel		
Beep bop boop!	Long, Ethan		
The big mess and other stories	Pizzoli, Greg		
Big Rig Pig	Tattersfield, Claire		
Bingo	Miles, Ellen		
Biscuit rides the ferry	Capucilli, Alyssa Satin		
Bunny in disguise	Platt, Cynthia		
Cat got a lot	Henry, Steve		
Contar de 7 en 7	Sloan, Holly Goldberg		
Donut	Miles, Ellen		
Europa	Ponti, James		
Fenway and the great escape	Coe, Victoria J		
Fenway and the loudmouth bird	Coe, Victoria J		
Fenway y Hattie	Coe, Victoria J		
Fright Club	Long, Ethan		
I like Jack Russell terriers!	Bozzo, Linda		
Lily	Miles, Ellen		
Live and let swim	O'Hara, Mo		
Lola	Miles, Ellen		
Poultrygeist	Geron, Eric		
Pumpkin soup	Cooper, Helen		
La Robot Salvaje En La Isla / the Wild Robot on the Island	Brown, Peter		
A royal conundrum	Yee, Lisa		
Stop that mop!	Fenske, Jonathan		
The tunneler tunnels in the tunnel	Rex, Michael		

Where only storms grow	Colman, Alyssa		
Wordy birdy	Sauer, Tammi		

REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ECTOR COUNTY ISD AND ODESSA COLLEGE-ODESSA COLLEGIATE ACADEMY

The purpose of this Memorandum of Understanding between Odessa College and Ector County Independent School District is for Odessa Collegiate Academy (OCA).

The total budgeted cost is $452,600 ($303,850 for core tuition, $20,000 CTE tuition, $20,600 academic fees, $108,150 facilities fees) which is based on the 2026-2027 zero-based budgeting process.

This agreement will be in effect for the 2026-2027 school year.

MEMORANDUM OF UNDERSTANDING
BY & BETWEEN
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between Odessa College (hereinafter referred to as the "College"), and Ector County Independent School District, (hereinafter the "District") (collectively the "Parties"), pursuant to the authority granted in Section 29.908 of the Texas Education Code.

RECITALS

The Parties established an Early College High School ("ECHS") in the Fall 2018 academic year named the Ector County Early College High School (hereinafter referred to as **"Odessa Collegiate Academy" or "OCA"**. OCA serves grades 9-12 and provides dual enrollment for academic dual credit college courses for high school students free of charge. Prospective OCA students are screened and selected through the use of a lottery system that encourages and considers applications from all District students. All District students have an equal opportunity for acceptance, regardless of background or academic performance. 544

OCA has been designated as an Early College High School (ECHS) under the authority of Texas Education Code (TEC) §29.908(b) and Texas Administrative Code (TAC) §102.1091. The designation and requisite process ensures that the district and the college maintain the integrity of the ECHS model, which was researched and designed to target and serve students who might not otherwise attend college. The district must renew the designation annually.

Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to 60 semester credit hours of transferable college credits and/or and an associate's degree.

GENERAL TERMS & CONDITIONS

Per the requirements laid out in the TEC, the College agrees that it will do the following:

- provide dual credit at no cost to District students;
- offer rigorous instruction and accelerated courses;
- provide academic and social support services to help students succeed;
- increase college readiness; and
- reduce barriers to college access.

OCA students, faculty, and staff will receive a College identification card and shall have access to instructional and non-instructional resources available on the campus of OC including, but not limited to, the cafeteria, the learning resource center (library and tutoring), the campus (student) center, the sports center, performing arts and sporting events. College resources and services will be available to support curricular and co-curricular success and engagement. The District and College will evaluate the facilities and access annually to determine the need for adjustment.

OPERATING HOURS AND INSTRUCTIONAL CALENDAR | OCA will operate within the normal operating hours of the College during a regular school day. The District will align the Program's academic calendar with the College calendar to minimize missed instructional days due to student holiday and district professional development.

FUNDING, COSTS, TEXTBOOKS AND TRANSPORTATION | The College and the District will identify tuition and fees to be paid by the District (at no cost to the students) in an annual invoice. The college and the district will review the tuition and fees annually and update as necessary. 545

Dual credit enrollment will be limited to courses aligned with each student's designated associate degree pathway, and the District will fund only pathway-aligned coursework. In cases where a required high school graduation course cannot be offered by the District due to the absence of a qualified instructor, the college may provide an approved TEKS-aligned dual credit equivalent. In these limited circumstances, the District agrees to fund the course to support timely high school graduation, even though it may fall outside the student's designated college pathway.

OCA will generate Average Daily Attendance (ADA) funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code. The College will generate state performance funding, which will be used to provide supplemental funding for the operations and expenditures. Changes to the funding formula for either the District or the College will be reviewed annually to determine whether adjustments are needed. Adjustments will be communicated in the spring semester to align with the District and College budget processes.

All College textbooks, including Open Educational Resources (OER) and associated fees, as well as supplemental materials required for College courses will be provided by the District. College approved textbooks purchased by the District may be used for the time period consistent with College practices.

The College and the ECHS leverages Blackboard, an online learning management system (LMS), in every course regardless of modality. The LMS is used for assignments, assessments and grading. Additionally, Blackboard allows college and district personnel to monitor student pace and progress, ensuring timely intervention and support. As such, the Early College High School agrees to distribute District issued laptops to all ECHS students.

The College and the District will use existing course equivalency crosswalk agreements for each degree plan – equating highs school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program. College courses have been evaluated and approved through the College curriculum approval process and will be taught at the College level. College academic policies and procedures will apply to dual credit courses.

INSTRUCTORS AND CLASS SIZE | Dual credit instructors must meet the College's academic requirements for all academic dual credit courses. The District will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted at OCTECHS. The College will provide instructors who meet the College's academic requirements for dual credit courses. The College will be responsible for the evaluation and assessment of instructors and staff for college credit courses conducted at OCTECHS. Standard College minimum and maximum class enrollment may be required and exceptions will require College approval. The College uses a hybrid course modality for the majority of transfer-level courses. These courses meet face-to-face for one-half of the required college contact hours. To maintain consistency in schedules and ensure the virtual contact hours are met, students enrolled in hybrid courses will be assigned Dual Lab periods. The District will provide a certified teacher to facilitate Dual Lab class periods, monitor student pace and progress, and communicate to the District and to the College accordingly. 546

The District and the College will provide opportunities for OCTECHS teachers and College faculty to collaborate through planning, teaching, and professional development.

When scheduling OCA students for college and high school courses, all efforts will be made to follow the low, student-teacher ratio for high school and college class sizes. This class size limitation is consistent with the College's philosophy of prioritizing teaching and learning. A low student-teacher ratio permits the College to leverage Advancement Via Individual Determination ("AVID") high engagement strategies to foster a safe and open culture, promote substantive classroom dialogue, and shift classroom learning from teacher-centric to student-centered learning models. Furthermore, the District will staff the Program appropriately to mitigate over-crowding and maintain the cohort model outlined in the TEA ECHS blueprint. Being that AVID is supported by the College and the District, the Program will provide AVID as a high school course for all students.

COLLEGE ADMISSION AND ENROLLMENT IN COURSES |OCA students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85.

OCA students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on TSIA scores. OCA students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy. Continued enrollment is contingent upon OCA student's maintaining satisfactory academic progress.

Spring 2 semesters annually but not later than the final day of the Fall Semester term 2.

DISCONTINUATION OF ECHS OPERATIONS | Should the District or College elect to discontinue the operation of OCA, the provisions for serving the students will include the following:

- Students in the 9th and 10th grade will be received by the designated comprehensive high school in the district.
- Students in 11th and 12th grade will continue enrollment at OCTECHS and in college course through scheduled graduation.

INDEMNIFICATION | To the extent required under Texas law and without waiving any defenses, including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence that may arise in connection with any and all claims for damages, costs and expenses to a person or persons and/or property that may arise out of this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

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TERM | Subject to prior termination or revocation of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year (the "Initial Term"). This MOU begins on the date of signature by both parties and continues through the Initial Term and any subsequent renewal terms. The terms of the MOU will automatically renew for two (2) additional, one-year terms unless the College or the District notifies the other party in writing that the MOU shall not renew at least ninety (90) days before the end of the Initial Term or subsequent renewed term.

RIGHT OF REVOCATION | Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or the District, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach after receiving notice of the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

ASSIGNMENT | Neither party may assign their interest in this MOU without the written permission of the other party.

LIMITATIONS OF AUTHORITY | Neither party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.

ENTIRE AGREEMENT | This Agreement represents the entire Agreement by and between

WITNESSETH

IN WITNESS WHEREOF, the Parties hereto have read, understand, and have executed this Agreement by their duly authorized representatives as of the day and year noted below to be effective on the date both Parties hereto have signed the Agreement (the "Effective Date").

EXECUTED and **APPROVED** by:

ODESSA COLLEGE	**ECISD**
Gregory D. Williams	
President	**Superintendent**
6/9/2026	
Date	**Date**

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REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ECTOR COUNTY ISD AND ODESSA COLLEGE-OCTECHS

The purpose of this Memorandum of Understanding between Odessa College and Ector County Independent School District is for Odessa Career and Technical Early College High School (OCTECHS).

The total budgeted cost is $503,250 ($108,150 core tuition, $20,600 academic fees, $220,000 CTE tuition, and $154,500 facilities fees) which is based on the 2026-2027 zero-based budget process.

This agreement will be in effect for the 2026-2027 school year.

MEMORANDUM OF UNDERSTANDING
BY & BETWEEN
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between Odessa College (hereinafter referred to as the "College"), and Ector County Independent School District, (hereinafter the "District") (collectively the "Parties"), pursuant to the authority granted in Section 29.908 of the Texas Education Code.

RECITALS

With mutual collaboration and understanding, the Parties successfully established a Career and Technical Education Early College High School for the 2015 academic year. The facility was named the Odessa Career and Technical Early College (hereinafter referred to as "OCTECHS"). It has been successfully operating over the last decade and continues to serve grades 9-12 by providing dual enrollment for career and technical dual credit college courses free of charge. Prospective OCTECHS students are screened and selected through the use of a lottery system that encourages and considers applications from all District students. District students have an equal opportunity for acceptance, regardless of background or academic performance.

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OCTECHS has been designated as an Early College High School ("ECHS") under the authority of Texas Education Code ("TEC") §29.908(b) and Texas Administrative Code (TAC) §102.1091. This designation along with mandatory program requirements ensures that the District and the College maintain the integrity of the ECHS model at OCTECHS (the "Program"), which was researched and designed to target and serve students who might not otherwise attend college. The District must renew the designation annually.

Early College High Schools ("ECHS") are small schools with enrollment between 400-500 or fewer students (100-125 students per grade cohort). Students have the opportunity to earn both a high school diploma and up to 60 semester credit hours of transferable college credits and/or and an associate's degree.

GENERAL TERMS & CONDITIONS

Per the requirements laid out in the TEC, the College agrees that it will do the following::

- provide dual credit at no cost to District students;
- offer rigorous instruction and accelerated courses;
- provide academic and social support services to help students succeed;
- increase college readiness; and
- reduce barriers to college access.

access to instructional and non-instructional resources available on the campus of OC including, but not limited to, the cafeteria, the learning resource center (library and tutoring), the campus (student) center, the sports center, performing arts and sporting events. College resources and services will be available to support curricular and co-curricular success and engagement. The District and College will evaluate the facilities and access annually to determine the need for adjustment.

OPERATING HOURS AND INSTRUCTIONAL CALENDAR | OCTECHS will operate within the normal operating hours of the College during a regular school day. The District will align the Program's academic calendar with the College calendar to minimize missed instructional days due to student holiday and district professional development.

FUNDING, COSTS, TEXTBOOKS AND TRANSPORTATION | The College and the District will identify tuition and fees to be paid by the District (at no cost to the students) in an annual invoice. The college and the district will review the tuition and fees annually and update as necessary.

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Dual credit enrollment will be limited to courses aligned with each student's designated associate degree pathway, and the District will fund only pathway-aligned coursework. In cases where a required high school graduation course cannot be offered by the District due to the absence of a qualified instructor, the college may provide an approved TEKS-aligned dual credit equivalent. In these limited circumstances, the District agrees to fund the course to support timely high school graduation, even though it may fall outside the student's designated college pathway.

OCTECHS will generate Average Daily Attendance ("ADA") funds for the District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code. The College will generate state performance funding, which will be used to provide supplemental funding for the operations and expenditures. Changes to the funding formula for either the District or the College will be reviewed annually to determine whether adjustments are needed. Adjustments will be communicated in the spring semester to align with the District and College budget processes.

All College textbooks, including Open Educational Resources (OER) and associated fees, as well as supplemental materials required for College courses will be provided by the District. College approved textbooks purchased by the District may be used for the time period consistent with College practices.

The College and the Program requires access to Blackboard, an online learning management system ("LMS"), in every course regardless of modality. Blackboard is used for assignments, assessments and grading. Additionally, Blackboard allows college and district personnel to monitor student pace and progress, ensuring timely intervention and support. As such, the College agrees to distribute laptops to all District students participating in the Program.

The District will provide transportation (school bus) to students enrolled at OCTECHS as required under State law and School District rules and procedures.

each degree plan – equating highs school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program. College courses have been evaluated and approved through the College curriculum approval process and will be taught at the College level. College academic policies and procedures will apply to dual credit courses.

INSTRUCTORS AND CLASS SIZE | Dual credit instructors must meet the College's academic requirements for all academic dual credit courses. The District will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted at OCTECHS. The College will provide instructors who meet the College's academic requirements for dual credit courses. The College will be responsible for the evaluation and assessment of instructors and staff for college credit courses conducted at OCTECHS. Standard College minimum and maximum class enrollment may be required and exceptions will require College approval. The College uses a hybrid course modality for the majority of transfer-level courses. These courses meet face-to-face for one-half of the required college contact hours. To maintain consistency in schedules and ensure the virtual contact hours are met, students enrolled in hybrid courses will be assigned Dual Lab periods. The District will provide a certified teacher to facilitate Dual Lab class periods, monitor student pace and progress, and communicate to the District and to the College accordingly. 552

The District and the College will provide opportunities for OCTECHS teachers and College faculty to collaborate through planning, teaching, and professional development.

When scheduling OCTECHS students for college and high school courses, all efforts will be made to follow the low, student-teacher ratio for high school and college class sizes. This class size limitation is consistent with the College's philosophy of prioritizing teaching and learning. A low student-teacher ratio permits the College to leverage Advancement Via Individual Determination ("AVID") high engagement strategies to foster a safe and open culture, promote substantive classroom dialogue, and shift classroom learning from teacher-centric to student-centered learning models. Furthermore, the District will staff the Program appropriately to mitigate over-crowding and maintain the cohort model outlined in the TEA ECHS blueprint. Being that AVID is supported by the College and the District, the Program will provide AVID as a high school course for all students.

COLLEGE ADMISSION AND ENROLLMENT IN COURSES | OCTECHS students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85.

OCTECHS students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on TSIA scores. OCTECHS students are required to meet TSIA requirements when changes to the exemption scores occur at the State or College level to comply with policy. Continued enrollment is contingent upon OCTECHS students maintaining satisfactory academic progress.

Accommodations for dual credit coursework are determined through the College's accommodations process and are separate from services provided under a high school IEP or

discontinue the operation of OCTECHS, the provisions for serving the students will include the following:

- Students in the 9th and 10th grade will be received by the designated comprehensive high school in the district.
- Students in 11th and 12th grade will continue enrollment at OCTECHS and in college course through scheduled graduation.

INDEMNIFICATION | To the extent required under Texas law and without waiving any defenses, including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence that may arise in connection with any and all claims for damages, costs and expenses to a person or persons and/or property that may arise out of this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

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TERM | Subject to prior termination or revocation of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year (the "Initial Term"). This MOU begins on the date of signature by both parties and continues through the Initial Term and any subsequent renewal terms. The terms of the MOU will automatically renew for two (2) additional, one-year terms unless the College or the District notifies the other party in writing that the MOU shall not renew at least ninety (90) days before the end of the Initial Term or subsequent renewed term.

RIGHT OF REVOCATION | Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or the District, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach after receiving notice of the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

ASSIGNMENT | Neither party may assign their interest in this MOU without the written permission of the other party.

LIMITATIONS OF AUTHORITY | Neither party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.

ENTIRE AGREEMENT | This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and the District. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.

IN WITNESS WHEREOF, the Parties hereto have read, understand, and have executed this Agreement by their duly authorized representatives as of the day and year noted below to be effective on the date both Parties hereto have signed the Agreement (the "Effective Date").

EXECUTED and **APPROVED** by:

ODESSA COLLEGE	**ECISD**
Kenya D. Wilson	
President	**Superintendent**
6/9/2026	
Date	**Date**

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REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ECTOR COUNTY ISD AND THE UNIVERSITY OF THE PERMIAN BASIN

This item is presented for Board consideration and approval of a Memorandum of Understanding (MOU) between Ector County ISD and The University of Texas Permian Basin (UTPB). The agreement outlines the terms of collaboration to support dual credit and student opportunities.

This Memorandum of Understanding ("MOU") is entered into by and between The University of Texas Permian Basin ("UTPB") and Ector County Independent School District (hereinafter the “School District”), pursuant to section 29.908 of the Texas Education Code.

1. Term

The term of this agreement is August 1, 2026, through and including July 31, 2027.

2. Recitals

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

3. MOU Purpose

The purpose of this MOU is to outline the roles and responsibilities of UTPB and the School Districts that participate in the Academic Dual Credit Programs at UTPB. This MOU is the agreement that encompasses all programs and initiatives under the Academic Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB).

4. Non-Discrimination

The University of Texas Permian Basin is committed to providing an educational, living, and working environment that is welcoming, respectful and inclusive of all members of the university community. An environment that is free of discrimination and harassment allows members of the university community to excel in their academic and professional careers. To the extent provided by applicable federal and state law, the University prohibits unlawful discrimination against a person because of their race, color, religion, sex, national origin, age, disability, genetic information, or veteran status. UTPB’s commitment to equal opportunity extends its nondiscrimination protections to include sexual orientation, gender expression, and gender identity. For more information, please visit UTPB's Non-Discrimination Policy: Non-Discrimination Policy – The University of Texas Permian Basin | UTPB.

5. Recognition of Higher Education Partner

The School District, when reporting and publicizing high school students' completion of academic dual credit courses, will recognize UTPB as one of its Higher Education partners.. In addition, when recognizing UTPB, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the University's Branding, Marketing, and Advertising Guidelines for The University of Texas Permian Basin at: UTPB-Brand-Guidelines-2026.

Failure to follow this provision will result in a non-compliance notification as stated in Section 24 of this document.

6. Academic Policies and Procedures

6.1 Eligible Courses

Course Offerings

Courses offered for dual credit by UTPB shall be college-level academic courses included in the

institution's approved undergraduate course inventory and, as applicable, aligned with the Texas Higher Education Coordinating Board Academic Course Guide Manual (ACGM).

While the Texas Higher Education Coordinating Board permits dual credit offerings in academic, career and technical education (CTE), and foreign language areas, the University limits its dual credit offerings to academic coursework.

The University does not offer remedial or developmental education courses for dual credit. Kinesiology courses are generally excluded from dual credit offerings; however, such courses may be offered only when they are applicable to a degree program and meet all Texas Higher Education Coordinating Board requirements.

6.2 Faculty Qualification, Selection, Supervision, and Evaluation Dual Credit Faculty

The University has an established approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). All instructors teaching dual credit courses are fully credentialed and formally appointed faculty of The University of Texas Permian Basin. Dual credit course sections are established and assigned by the University and delivered in partnership with the participating School District.

All Dual Credit Faculty are subject to the University's hiring, credentialing, onboarding, and appointment processes, and must meet faculty qualification standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

Dual Credit Faculty are supervised by the appropriate UTPD academic department chair or designee and are evaluated and monitored in accordance with UTPBpolicies and procedures to ensure the quality and rigor of instruction are consistent with courses offered on the main campus.

For a comprehensive description of faculty qualifications, appointment, supervision, and evaluation processes, refer to UTPB's Academic Affairs Handbook (AAH).

Additionally: The School District will collaborate with the UTPBto ensure that the School District instructor applying to teach in the Academic Dual Credit Program meets the credential requirements.

- The University will ensure that Dual Credit Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks.
- Any Dual Credit Faculty must be cleared by the UTPB's Office of Human Resources to teach any dual credit courses.
- Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcomes, syllabi/section outlines, and grades by the deadlines set by the UTPB.
- Dual Credit Faculty approved for the upcoming Academic Year must satisfactorily complete Canvas LMS and Quality Measures Trainings offered through UTPB's Falcon Online Department prior to or during their first semester teaching Academic Dual Credit Program courses.

- Dual Credit Faculty should check their class rosters during the first week of classes to make sure that all students attending the class are enrolled in the dual credit course. Refer students not on the roster to the Dual Credit Department. Any students not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.

- The School District will allow release time from School District duties for all Dual Credit Faculty to attend required UTPB departmental meetings, discipline, and course-specific professional development training. The department chairs will provide meeting schedule information to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate his/her teaching responsibilities at the high school to attend required department meetings.

- Dual Credit Faculty are expected to reach out to students who need academic assistance and direct them to the appropriate UTPB or School District support services (tutoring, accommodations, etc.).

- The School District will forward any concerns regarding Dual Credit Faculty teaching the University-level course to the Dual Credit Office for investigation.

- Dual Credit Faculty shall inform online students that they are able to access the online course at any time, not only during a designated time at the high school.

- Even though Dual Credit Faculty are employees of the School District wherein they teach UTPB's duel credit course(s), they are expected to follow all of UTPB's policies as applicable during the instructional time designated for dual credit courses. Because Dual Credit Faculty are employed by both UTPB and the School District, they are confronted with unique challenges, but should have the same rights, responsibilities, and privileges as University Faculty teaching a dual credit course at a high school site. They must fulfill their responsibilities as Dual Credit Faculty while acting in accordance with the expectations, policies, and responsibilities required by their School District and Principal.

- Dual Credit Faculty Rights and Responsibilities when teaching a Course for the University:

    - Course Work: The rigor of UTPB course work can often require additional time outside of class for students to meet course learning objectives and outcomes; therefore, UTPB Dual Credit Faculty shall not be required to decrease the amount of out-of-class work assigned to students.

    - Issuing a University Grade: The official grade assigned for a dual credit course is the University letter grade, which is recorded on the student's permanent University transcript in accordance with institutional grading policies. The University does not assign or recognize numeric grades as part of its official grading system. However, upon request, the University may provide a standardized letter-grade-to-numeric

      conversion scale to School District representatives for the sole purpose of local GPA calculation and class ranking. Any numeric grade derived from this conversion is determined by the School District and may differ from the University's grading scale. The University is not responsible for discrepancies arising from the School District's application of numeric conversions.

- Contact Hours Pertaining to Dual Credit Students: Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. The student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make-up work for class absences will be permitted only as specified by the faculty in the course syllabus.
- Dual Credit Faculty: shall not be required to take unreasonable or extraordinary measures to ensure student success when, in the professional judgment of the faculty member, a student's lack of academic progress is due to insufficient effort, excessive absences, or failure to meet course requirements.

6.3 Location, Facilities, Teaching Environment, and University Courses

The location of dual credit courses will be held at approved high school sites in accordance with the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") standards.

University Courses

Faculty teaching dual credit courses must use UTPB's approved Learning Management System (LMS). The University maintains security measures to protect faculty and students while learning in an online environment.

Online Method of Delivery

UTPB dual credit courses are offered through its Learning Management System, which serves as the standard instructional delivery method. All students and faculty must be able to access the LMS, available electronically.

An electronic course is defined as a course in which instruction and content are primarily over the Internet; a student and teacher are in different locations for a majority of the student's instructional period; most instructional activities take place in an online environment; the online instructional activities are integral to the academic program; extensive communication between a student and a teacher and among students is emphasized; and a student is not required to be located on the physical premises of a school district.

Facilities

The School District will work with UTPB to ensure that the School District's facilities meet the expectations and criteria required for UTPD classes and are appropriate for university-level instruction by the first day of class including the following:

- School District will ensure that UTPB Dual Credit Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District shall permit access to UTPB's electronic learning resources when the course is taught at the School District; and
- School District offering science courses shall meet the laboratory safety standards

and have material/equipment required for UTPB courses available in all labs in which classes are being taught to comply with the UTPB science program requirements.

Teaching Environment

The District will make reasonable efforts to ensure that the classroom environment is conducive to UTPB level learning by:

- Designating a classroom for the dual credit classes;
- Assuring no interruptions take place in the UTPB dual credit class while in session, such as removing students for high school activities, or making announcements except for official business or emergencies. Interruptions for official announcements must be minimized; and
- Accepting the faculty member's attendance requirements as stated in the course syllabus.

6.4 Course Curriculum, Instruction, and Grading

School Districts that participate in the Academic Dual Credit Programs at the UTPB will comply with procedures and guidelines as published by the UTPB, including the following:

Academic Instructional Calendar

Dual credit classes will follow the UTPB Academic Calendar. Exceptions may be arranged through collaboration between the UTPB and the School District. When the requested exception involves the Final Exam Schedule for long semester classes, the College Department Chair and College Dean should be involved in any decision. Notification of conflicts between mandatory State testing and dual credit class final exams must be made well in advance of final exams.
UTPB courses and exams should take reasonable priority over School District activities.

Monitoring Instruction

The School District will work with the UTPB so UTPB personnel will have the opportunity to monitor the quality of instruction in compliance with the UTPB course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.

Books and Supplemental Materials

Courses offered for dual credit will be identified in the course schedule as UTPB-level courses. Instruction and materials for dual credit courses will be equivalent or identical to courses taught to traditional UTPB students. When possible, UTPB will: (i) utilize open resource textbooks for all dual credit courses, and (ii) utilize the same textbook for multiple years to the extent practicable. District shall be responsible for providing all academic textbooks to students who are determined to be non-FAST eligible. FAST-eligible students will have textbooks provided by the UTPB (see Section 8.C).

Grading Procedures

All UTPB Dual Credit Faculty will follow the UTPB Grading System as well as the grading

criteria in the department approved syllabus. The UTPB recognizes that certain of the School District's students participating in dual credit classes are also participating in UIL-sanctioned activities. Accordingly, UTPB and all instructors shall work in good faith with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new coursework has been performed by the student.

Submission of UTPB Grade

The primary responsibility for assigning UTPB grades in a course belongs to the faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. UTPB and School District officials will not interfere with the faculty member's responsibility for assigning UTPB grades. The final course grade for the UTPB will be a letter grade. Official Grades are published in a UTPB Official Transcript. UTPB will provide the high school with a numeric grade that might differ from the UTPB grade as a courtesy. However, any assigned numeric grade is not an official grade by the UTPB, it is a guide for the ISO. The ISO is solely responsible for the numeric grade applied to the High School Student Record.

Grade Appeals

The School District will notify the Dual Credit Administrator and direct students to follow UTPB's Student Grievances and Appeals Procedures. An electronic copy of these documents may be accessed on the Office of the Dean of Students webpage at: https://www.utpb.edu/life-at-utpb/student-services/dean-of-students/student-grievances.

7. Student Enrollment & Support Services

7.1 Student Eligibility

Beginning in the 9th grade, Texas public school students may enroll in dual credit courses without having met Texas Success Initiative Assessment ("TSIA") requirements for up to 15 hours per semester. Texas Administrative Code §4.85(b) identifies requirements that must be met by students who enroll in a college course for concurrent enrollment college credit post the 15-hour mark.

Students must comply with the Texas Success Initiative as follows:

Student Type	TSI Requirement
Non-Degree-Seeking (0-14 SCH)	TSI NOT required before enrollment.
Degree-Seeking (15+ SCH)	Must be TSI Complete or TSI Exempt before enrolling in TSI-required courses.

Assessment	ELAR Requirement	Math Requirement
TSIA2	Score of 945+ OR < 945 and 5 or 6 (Diagnostic) **Essay:** must be score of 5 for both	Score of 950+ OR < 950 + Diagnostic 6

SAT (2016+)	EBRW 480+	Math 530+
ACT (Prior to 2/15/23)	Composite 23 & English 19	Composite 23 & Math 19
ACT (After 2/15/23)	Combined score of 40; no Composite	Score of 22; no composite
STAAR EOC	English 1114000	Algebra 11 4000
IMPORTANT NOTES		
ELAR and Math are evaluated separately.		
All test scores have an expiry of 5 years from date of test		
Official documentation may be required.		
Some courses may have additional college prerequisites.		

These guidelines are accurate as of May 1st, 2026. Additional updates to TSI requirements by the Texas Higher Education Coordinating Board may be found here: Texas Success Initiative - Texas Higher Education Coordinating Board. To the extent the TSI requirements change during the course of the Term, the updated requirements are incorporated herein by this reference as though laid out in full and shall be followed by the School District.

7.2 Enrollment Processes

Students shall be enrolled in dual credit courses exclusively by an authorized High School Counselor or designated School District representative using the UTPB's approved enrollment form:

https://app.smartsheet.com/b/form/019cb4aa4ae67b56a2439662e2a49d58.

Students are not permitted to self-enroll in dual credit courses.

For School Districts with large student cohorts, a batch enrollment process may be authorized by the UTPB upon request. All batch submissions must be completed in accordance with UTPB-provided templates, data requirements, and submission timelines. The UTPB reserves the right to approve, deny, or require resubmission of batch enrollment files that do not meet established standards.

District shall provide Texas Student Data System Unique Identifiers (TSDIDs) for all students at the time of enrollment submission, in accordance with requirements established by the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA).
Incomplete submissions, including those missing required TSDIDs, may delay processing or result in rejection of the enrollment request.

7.3 Library Services

UTPB shall provide dual credit enrolled students access to the instructional and digital

resources available on the campus of UTPB and ensure that all distance education students have access to library resources to support appropriately the courses in which the students are enrolled. These services include document delivery, electronic access to reference services, reserves, interlibrary loan, and a web page that includes ready links to services, contacts, and self-help modules. The library will regularly evaluate the effectiveness of resources provided to

distance education students and will demonstrate that services are improved where appropriate. Instructors will provide distance education students with information about library services.

7.4 Student Support Services

Students in dual credit courses may utilize the same or comparable academic support services that are afforded to UTPB students on the main campus. The UTPB is responsible for ensuring timely and efficient access to such services (e.g., academic advising), learning materials (e.g., library resources), and to other benefits for which the student may be eligible. Currently, services available to the online students from UTPB include:

- Electronic resources, online reference services, and other services of the J. Conrad Dunagan Library;
- Student Success assistance and tutorials with writing assignments;
- Testing Center, Accessibility Services for Students with Disabilities, and study skill development;
- Academic Advising;
- Technical Support for Canvas users.

7.5 Student Policies

Regular academic policies applicable to courses taught at the UTPB's main campus must also apply to dual credit courses, in accordance with Title 19, Texas Administrative Code (TAC), Part 1, Chapter 4. These policies shall include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and when the syllabus must be distributed.

7.6 Student Complaints

UTPB's policies and procedures for handling student academic and non-academic grievances are applicable to all students, including those enrolled in distance education programs and courses. Students who wish to file a formal complaint must submit their complaint using the UTPB Complaint Resolution Portal located at: https://www.utpb.edu/life-at-utpb/student-services/dean-of-students/student-grievances.

7.7 Student Conduct

Dual credit students must abide by the UTPB Student Conduct and Discipline Policy. The Student Conduct and Discipline Policy provides students fair notice of conduct considered unacceptable at The UTPB of Texas Permian Basin and which may be the basis for disciplinary action. This policy provides the procedures to be followed when student disciplinary action may need to be implemented and outlines the appeals process: https://www.utpb.edu/life-at-

utpb/student-services/dean-of-students/student-code-of-conduct.

8. Finance Support Services

8.1 Faculty Stipend

School District instructors approved by the UTPB to be Dual Credit Faculty and approved to teach UTPB level courses will be paid a stipend by the UTPB per class, per semester, as outlined in the Academic Affairs Handbook (AAH).

8.2 Tuition and Fees

The general rate charged for courses at UTPB is $100.00 per semester credit hour. The School District is liable for payment of all students validly enrolled in the dual credit program (*see* § 7.2) on the census date (12th class day). Invoicing will begin following FAST validation. Invoicing shall be done in accordance with § 8.3 below. Complete payment should be remitted 30 days from receipt of invoices. Each district and/or dual credit student will adhere to enrollment cancellation processes that are set in place by the University.

The School District understands and agrees that the UTPB will invoice the School District directly for all dual credit tuition and applicable fees. Under this agreement, no billing statements will be issued to individual students.

8.3 Financial Aid for Swift Transfer (FAST)

The Financial Aid for Swift Transfer ("FAST") tuition rate adopted by the Texas Higher Education Coordinating Board ("THECB") for Fiscal Year 2026-27 is $60.10 per semester hour (or equivalent) and serves two purposes:

- Funding rate: Participating institutions will receive an allotment of funding equal to the FAST tuition rate for each semester credit hour (or equivalent) of dual credit coursework taken by an eligible student.
- Maximum tuition rate: Participating institutions that have an agreement with an ISD or charter school may not charge a per-credit tuition rate more than the FAST tuition rate to any student attending high school in a Texas School District or charter school for any eligible dual credit course offered by the participating institution. Institutions may choose to charge a lower rate for any or all dual credit coursework without impacting the funding rate.

8.4 Other Course Charges

Participating institutions may charge dual credit students who are not FAST-eligible other costs, such as fees, books, or supplies. However, FAST-eligible students may not incur these charges.

Participating institutions are not prevented from entering into contracts for other course charges, such as fees, books, supplies, or professional development, to be paid for by School Districts or charter schools. FMI see: https://www.highered.texas.gov/our-work/supporting-our-institutions/community-college-finance/fast/.

8.5 Invoicing

UTPB will issue an invoice to District listing all enrollments in all subject areas. The School District will have up to 15 business days to appeal any registrations for that semester, to the

Office of Accounting. Complete payment should be remitted 30 days from receipt of invoices. Failure to pay may result in District's inability to enroll students in future courses.

9. Human Resources Department, Data Sharing Agreement, and Title IX

The School District will collaborate with the UTPB to ensure that all School District faculty applying to teach in the Academic Dual Credit Programs meet the credential requirements, and submit all required documents for the hiring process to the Human Resources Department as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

Any non-academic incidents or complaints against Dual Credit Faculty teaching a UTPB course are required to be reported to the UTPB's Office of Human Resources to the attention of the Director for investigation.

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) regulations as stated in the UTPB's Policy on Sexual Harassment/Sexual Misconduct, and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the UTPB's policy may be accessed at: Sexual Harassment/Sexual Misconduct Policy - The UTPB of Texas Permian Basin | UTPB.

9.1 Title IX Statement:

The UTPB of Texas Permian Basin (the UTPB) is committed to maintaining a learning and working environment that is free from discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act), Violence Against Women Act (VAWA), and Clery Act. Sexual Misconduct, Retaliation, and other conduct prohibited under this Policy will not be tolerated and will be subject to disciplinary action.

The UTPB will promptly discipline any individuals within its control who violate this Policy. Any potential violation of the Sexual Misconduct Policy should be reported promptly to the Title IX Coordinator.

The School District and the UTPB will work collaboratively and timely to share any and all information necessary and appropriate in the event of a Formal Complaint or report of sexual harassment involving a dual-credit student.

10. Quality Control

UTPB will monitor student academic performance and quality of instruction to ensure compliance with the Texas Administrative Code Title 19, Part 1, Chapter 4.

11. Student Identification

Dual credit students are eligible to receive a UTPB Student Identification Card and students who wish to obtain a UTPB Identification Card shall send an email to the UT Police Department at StudentID@utpb.edu, including the following information:

- Full name, address, and UTPB student ID number (also known as Falcon ID).
- A scanned image attachment of another photo-bearing official government ID (driver's

license, passport, etc.) for verification in digital (JPEG) format.

- A scanned image attachment of a passport-quality photo (headshot with a plain background) in digital (JPEG) format.

The School District or student shall pay a fee of $10.00 for the ID and will receive the ID in a prompt and timely manner.

12. UTPB Student Authentication Process

UTPB registers students for online courses using a student information system and manages access through a centralized authentication system. The learning management system in which all online courses are hosted authenticates student user accounts and passwords to the UTPB centralized authentication system. To obtain access to online courses in the learning

management system, students must establish their identity through a secure login and password. At least one additional student identification technique will be required within each course. This technique is determined and approved by the Provost/ Senior Vice President for Academic Affairs.

The School District's principal shall notify UTPB in the event a high school does not use photo IDs. UTPB will determine an alternative means of authentication. One additional method of student authentication using an approved photo ID must be clearly stated on the course syllabus minus webcams and may include the following:

- Proctored exams using an approved photo ID.
- Presentation of approved photo ID through a web cam and optional levels of proctoring during assessment.
- Field or clinical experiences using an approved photo ID.
- Synchronous or asynchronous video activities using an approved photo ID.
- Other technologies or procedures specified by faculty in their course syllabus.
- Public school designee/facilitators can proctor an exam identifying themselves to the instructor for testing environment criteria.
- UTPB emails are a secondary form of authentication.

Dual credit students may use District identifications. Approved photo identifications are: passports, government issued identification, driver's licenses, military ID from DoD.

12.1 TEC 28.009

UTPB has aligned its goals with House Bill 1638 statewide goals as codified in Texas Education Code, Section 28.009 (b-1) and (b-2). These require the Texas Higher Education Coordinating Board (THECB) and Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs in Texas.

UTPB offers dual credit courses to high school students in accordance with state, legislative, and regulatory requirements, as well as the SACSCOC.

UT Permian Basin offers a course equivalency crosswalk for equating high school courses with college courses.

While UTPB offers a variety of dual credit and early college access courses, most courses are part of the Texas Core Curriculum. Core courses are transferable to any public UTPB or college in Texas. All courses are 3 credit hours unless noted otherwise. A current list of approved dual credit courses is maintained at: https://www.utpb.edu/academics/dual-credit-program/dual-credit-courses.

13. Dual Credit Courses

- ART 1301: Art Appreciation
- BIOL 1306/1106: General Biology
- BIOL 1308/1108: Biology for non-science majors
- BUSI 1301: Business Principles
- CCJS 1301: Intro to Criminal Justice
- CHEM 1311/1111: General Chemistry
- COMM 1315: Intro to Public Speaking
- ECON 2301: Principles of Macroeconomics
- ECON 2302: Principles of Microeconomics
- EDUC 1301: Introduction to Education
- ENGL 1301: Composition I
- ENGL 1302: Composition II
- ENGL 2322: British Literature to 1800
- ENGL 2323: British Literature since 1800
- ENGL 2327: American Literature to 1865
- ENGL 2328: American Literature since 1865
- ENGR 1301: Introduction to Engineering
- GEOL 1301/1101: Physical Geology
- HIST 1301: U.S. to 1877
- HIST 1302: U.S. since 1877
- KINE 1301: Intro to Health Sciences
- MATH 1314: College Algebra
- MATH 1332: Contemporary Mathematics I
- MATH 2412: Pre-Calculus (4 credit hours)
- MATH 2413: Calculus I (4 credit hours)
- MUSI 1301: Jazz, Pop, Rock
- PHIL 1301: Intro to Philosophy
- PLSC 2305: American National Politics
- PLSC 2306: State and Local Politics
- PSYC 1301: Intro to Psychology
- SOCI 1301: Intro to Sociology
- SPAN 1411: Beginning Spanish I (4 credit hours)
- SPAN 1412: Beginning Spanish II (4 credit hours)
- SPAN 2311: Second Year Spanish I
- SPAN 2312: Second Year Spanish II

UTPB offers dual credit to Early College High School and high school students across the state of Texas. Our classes are taught by SACSCOC qualified university professors. UTPB ensures the quality and instructional rigor of the dual credit program's content, which meets SACSCOC requirements. Course content and rigor are comparable with similar courses that are taught to traditional UTPB students.

13.1 UT Permian Basin Dual Credit Goals

Goal 1: UT Permian Basin and its School District partner will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

Measures of Implementation:

- UT Permian Basin and its School District partner will host informational sessions for students and parents on dual credit opportunities, benefits, and cost.
- UT Permian Basin and its School District partner's webpages will reflect the most current dual credit program information including enrollment and fee policies.
- UT Permian Basin will host dual credit 101 sessions for high school counselors via webinar.
- UT Permian Basin and its School District partner will collaborate on a marketing campaign.

Goal 2: The Dual Credit program will assist high school students in the successful transition to and acceleration through postsecondary education.

Goal 3: All dual credit students will receive academic and college readiness advising with academic support services to bridge successfully into college course completion.

Metric – Examples of items included in analysis:

- Student enrollment in postsecondary after high school
- Time to degree completion
- Decrease in excess number of semester hours beyond required hours to degree completion
- Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

13.2 Metric: Award of credit and transcripts

UTPB will award academic credit for successfully completed dual credit courses and maintain accurate academic records in accordance with institutional policies and state guidelines.

The effectiveness of dual credit coursework will be evaluated through student academic performance, successful course completion rates, and the timely and accurate posting of grades and transcripts.

Dual credit courses will align with UTPB standards for curriculum, learning outcomes, and assessment to ensure comparability with courses offered on the main campus.

14. Schedule Changes

Schedule changes that include additions, drops, and withdrawals will be processed based on established deadlines and must adhere to current policies and procedures.

15. Transcribing of Credit and Student Withdrawal

A college grade shall be transcribed upon completion of the semester for the courses in which the student officially enrolled and will adhere to the current grading policy.

Students may request transcripts at Replacement Diploma & Transcript Request - The University of Texas Permian Basin | UTPB.

16. Grading Periods and Policies

UTPB permits designated School District personnel to have observer access within UTPB's learning management system, in accordance with institutional policies. The account holder with observer access will have credentials and will be informed that all users of UTPB Information Resources are subject to having all such uses monitored and/or recorded by system personnel, and that anyone using UTPB Information Resources expressly consents to such monitoring and that the results of such

monitoring may be provided to law enforcement personnel. Individuals will follow the academic calendar for the grading periods and policies adopted by UTPB and School District.

17. Use of UTPB Email

Use of UTPB email as primary email in distance education courses further protects student personal emails independent of their coursework and ensures the student enrolled in the online courses is using the email account assigned to that student by UTPB. University email will serve as a second authentication method.

18. Privacy

UTPB complies with the Family Educational Rights and Privacy Act (FERPA) in all instructional settings, including online learning. Student education records, defined as records directly related to a student and maintained by the institution, must be protected from unauthorized disclosure. Instructors may not share personally identifiable information from education records—including grades or academic performance—without the student's prior written consent, except as permitted under FERPA. Grades must be communicated through secure, institutionally approved systems and must not be publicly posted in a manner that identifies individual students. Student work may be shared only if it has been de-identified or with the student's explicit consent.

19. Student Data Sharing

FERPA permits the exchange of student education records between the University and partnering School Districts for students enrolled in dual credit courses without prior consent, as both institutions are schools in which the student is enrolled under 34 CFR § 99.31(a)(2). Such disclosures must comply with the conditions outlined in § 99.34, including limitations on use and re-disclosure.

For students under the age of 18, parents may retain the right to inspect and review education records maintained by the School District. However, when a student is enrolled in a postsecondary institution, FERPA rights transfer to the student with respect to education records maintained by the University.

The University and the School District are expected to comply with FERPA requirements to protect the privacy of student education records. The University will provide data reports to the School District according to established reporting timelines as outlined in this agreement.

The School District shall designate primary and secondary contacts at both the District and campus levels to receive student data through a secure process. These contacts are responsible for ensuring that data is accessed, used, and shared only by authorized individuals with a legitimate educational interest and in accordance with FERPA. Any re-disclosure of data must comply with FERPA regulations.

The School District may request additional data outside of the scheduled reporting cycle provided that:

- An active MOU is in place between the School District and the University
- The data request is submitted at least three (3) business days prior to the requested delivery date

Requests will be fulfilled based on operational capacity and institutional priorities. The School District may submit an e-mail request for reports to: dualcredit@utpb.edu.

20. Transportation

UTPB assumes no obligation/responsibility for transportation of students to and from the UTPB campus.

21. Off-site Locations – SACSCOC Requirement

In accordance with the requirements of SACSCOC,UTPB must monitor and report off-campus instructional sites where a student may complete 25% or more of an academic program. High school campuses at which dual credit courses are offered may be classified as off-campus instructional sites if the course offerings at that location meet this threshold, regardless of whether instruction is delivered in person or via distance education.

Sites at which 25% to 49% of a program is offered must be reported to SACSCOC, while sites at which 50% or more of a program is offered require prior approval. As part of the accreditation process, such sites may be subject to review or site visits by SACSCOC.

These requirements do not alter the governance or operational control of the high school classroom or imply that the University is responsible for providing instructional technology or facilities at the site.

22. Decision to Non-Renew MOU Agreement

In accordance with the substantive change requirements of SACSCOC, UTPB monitors off-campus instructional locations, including dual credit sites, and reports such locations as required. If a decision not to renew this agreement results in the closure of a reportable off-campus instructional site, the University will implement an appropriate teach-out plan in compliance with SACSCOC policy.

The teach-out plan will ensure that affected students are provided with reasonable opportunities to complete their coursework with minimal disruption, including access to alternative instructional options where applicable.

Affected students will be notified that they can continue taking dual credit courses at UTPB if the stated agreement is renewed at a later time. Once they graduate from high school, they are eligible to apply to UTPB and complete their programs of study.

22.1 Maintenance of Records and Reports

The University will maintain all institutional and student records in accordance with applicable policies, accreditation standards, and records retention requirements. Records will be securely maintained and accessible only to authorized individuals with a legitimate need for access.

22.2 Affected Faculty and Staff

In the event that the non-renewal of this agreement impacts University personnel, the University will address such matters in accordance with its applicable policies and procedures.

23. Amendments

Any change to the terms of this MOU must be presented in written form and agreed upon by both UTPB and the School District..

24. Notification of Non-Compliance and Termination of Agreement

Failure to act in accordance with any provision in this MOU will result in a Notification of Non-Compliance (Notice), which may be initiated by either party. The Notice shall be in writing and shall state in particular the alleged non-compliance. The Notice will be provided to the University President and School District Superintendent for review and action. Failure to correct non-compliance may result in termination of this agreement.

25. Signatures

For The University of Texas Permian Basin
4901 E. University Blvd., Odessa, Texas 79762

Signature:_____
Natalie Harms, Vice President for Business Affairs and Chief Business Officer

Date:_____

For Ector County Independent School District
TEA District ID:
School Address:

This institution is FAST Eligible: ☐

Signature:

Name:

Title:

Date:

REQUEST FOR APPROVAL OF DISTRICT PARTNERSHIP BETWEEN ECTOR COUNTY ISD AND THE MEADOWS CENTER FOR PREVENTING EDUCATIONAL RISKS (MCPER)

MCPER, is a school improvement organization that partners directly with district and campus leadership teams using the Science of Reading Framework and High-Quality Instructional Materials to drive measurable academic early literacy results. MCPER helps districts and campuses align early literacy best practices with implementation to improve reading outcomes. Board approval authorizes engagement of MCPER to support pilot campuses for outcomes aligned to district priorities.

Docusign Envelope ID: 0BDB8A23-C62A-8A3E-804B-D781E4F277D1

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (“**Contract”**) is entered into effective **May 1st, 2026** (“**Effective Date”**), by and between the Contracting Parties (as defined below) pursuant to authority granted in and in compliance with Chapter 791, *Government Code*.

CONTRACTING PARTIES:

Receiving Party: Ector County Independent School District, a State of Texas independent school district.
Contact: Dr. Keeley Boyer
Superintendent
802 N. Sam Houston
Odessa, Texas 79761
432-456-0000

Performing Party: The University of Texas at Austin (“UT”), an institution of higher education and agency of the State of Texas.

Technical Contact: Leticia Romero Grimaldo, Ph.D.
Senior Project Manager
The Meadows Center for Preventing Educational Risk
1912 Speedway D4900
College of Education SZB 5.146
Austin, Texas 78712
512-475-6560

Administrative Contact: Jessica C. Fernandez
The University of Texas at Austin
Office of Sponsored Projects
Peter T. Flawn Academic Center (FAC)
Suite 426
2304 Whitis Ave
Austin, TX 78712-1111
512-471-6424
osp@austin.utexas.edu

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PURPOSE:

The purpose of this Contract is for the Receiving Party to obtain the research services of the Performing Party to evaluate, support and improve the Receiving Party's Reading and Language Arts Programs for Kindergarten through Second Grade teachers and students. It is agreed and understood by the Parties that said research services will be provided by Performing Party as stipulated herein and funded under separate agreement between Performing Party and Permian Strategic Partnership, Inc. ("PSP').

GOALS & OUTCOMES:

Permian Strategic Partnership, Inc. ("PSP') and the Performing Party propose a focused partnership with the Receiving Party to build educator capacity through a job-embedded professional learning ("JEPL") model that includes Kindergarten through Grade 2 English Language Arts and Reading ("ELAR") as well as Spanish Language Arts and Reading ("SLAR") classroom teachers (the "Initiative") across seven Performing Party campuses, which are as follows: 1) Blackshear Elementary; 2) Buddy West Elementary; 3) Dowling Elementary; 4) Goliad Elementary; 5) Ireland Elementary; 6) Murry Fly Elementary; and 7) Zavala Elementary (the "Campuses").

The goal of the Initiative is to increase the quality of language and literacy instruction for the Receiving Party's K–2 students in through the implementation of the JEPL model. This Initiative is designed to strengthen instructional practice, support effective implementation of high-quality instructional materials ("HQIM"), and create the conditions for sustained improvement within existing district structures such as Professional Learning Communities ("PLC").

Anticipated outcomes across the 7 Campuses include:

- Improved instructional quality in K–2 ELAR/SLAR classrooms through consistent use of evidence-based literacy practices
- Increased teacher capacity to effectively implement HQIM with fidelity and confidence
- Strengthened PLCs as a vehicle for ongoing, job-embedded professional learning and continuous improvement
- Greater alignment across campuses in literacy instruction
- Measurable gains in early literacy outcomes, including foundational reading and language development skills
- Identification of key barriers and enabling conditions to inform scale and sustainability across the district

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STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following **services across the Campuses:**

1. **One full-day kick-off training**

   Audience: K-2 ELAR/SLAR teachers across the 7 Campuses.

   Format: In-person, action-oriented professional development sessions focused on building teacher knowledge of effective practice and providing opportunities for practice and application.

   Session Topics:

   a. Introduction to and Overview of the Permian Literacy Initiative.

   b. Evidence-based practices for core instruction based on the *science of teaching reading*, emphasizing explicit systematic teaching of phonemic awareness, phonics, fluency, vocabulary, comprehension and writing.

   c. Features of Effective, Evidence-based Instruction (i.e., effective modeling, use of scaffolds, and high-quality practice opportunities).

   d. Implementation support for the district's adopted HQIM using explicit and systematic instructional routines for developing essential knowledge and skills.

2. **Bi-monthly (2x month) site visits through SY 2026-2027.**

   Audience/participants: K-2 ELAR/SLAR teachers across the 7 Campuses.

   Providers & Activity: 2-3 members of the Performing Party's project team will engage teacher participants in the following JEPL activities:

   a. Facilitating Professional Learning Community Meetings in Grade-Level Teams (K-2) (1x month)

   b. Providing instructional coaching, observation, and feedback to participating teachers (1x month)

      Duration: 2-4 days each visit (across Campuses), depending on type of support activity:

      Schedule: Site Visits will be *dependent on campus availability* and scheduled in advance in coordination with campus and district leaders.

3. **Monthly leadership check-ins (via zoom)**

4. **One (1) time per month office hours** for teachers or instructional coaches (via zoom or other video conferencing method).

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WARRANTIES AND REPRESENTATIONS:

Receiving Party acknowledges the following: (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 29.0881, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party represents (1) it has authority to perform the services under authority granted in Section 29.0881, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary internal approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is duly authorized to do so.

The Parties further agree that each party possesses certain rights and privileges, and is subject to certain limitations and restrictions, and only has the authority as it is granted under the Constitution and laws of the State of Texas.

CONTRACT AMOUNT & PAYMENT

It is agreed and understood by the Parties that funding support for this effort is contingent on the continued receipt of funds under the separate agreement between PSP and the Performing Party. The Parties agree that all anticipated fees would be paid by PSP in accordance with any relevant payment terms set forth under such separate agreement.

TERM:

The term of this Contract begins on the Effective Date and expires on August 31, 2028, unless earlier terminated by the Parties by mutual agreement.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the sixty-day period.

The Performing Party may also, with sixty (60) days prior written notice, terminate this Contract for convenience if conduct of the work hereunder is no longer feasible based on the departure or absence of Performing Party's Principal Investigator or lack of funding.

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

Governing Law. Texas will be the agreed and proper place of venue for suit on or in respect of this Agreement. This Agreement, all its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted, and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

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

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**"Auditor"**), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing access to records as required by applicable law. To the extent applicable, Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

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

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

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Private Information. The Parties agree that they will abide by the Federal Education Rights and Privacy Act and the Texas Education Code as it relates to all personally identifiable information or information that is linked to personally identifiable information, in any media or format, that is not publicly available concerning students, staff, administrators, vendors, and other third parties.

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

RECEIVING PARTY:	**PERFORMING PARTY:**
Ector County Independent School District	**The University of Texas at Austin**
Name: Keeley Boyer	Name: Jessica C. Fernandez
Title: Superintendent	Title: Director of Contracting
Signature: _____	Signature: Signed by: Jessica C. Fernandez C996AC2B04464FF...
Date: _____	Date: 2026-06-09 | 05:37:55 PDT

Certificate Of Completion

Envelope Id: 0BDB8A23-C62A-8A3E-804B-D781E4F277D1 Status: Completed

Subject: HOT! Complete with Docusign: UTAUS-ONF00000734 ECISD ICC v4 6.8.26 (AER RL III)_For signature.docx

Source Envelope:

Document Pages: 6 Signatures: 1 Envelope Originator:
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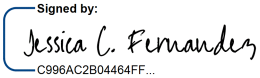
Signer Events	Signature	Timestamp
Jessica C. Fernandez jcf3534@eid.utexas.edu Director of Contracting The University of Texas at Austin Security Level: Email, Account Authentication (None)	Signed by:  C996AC2B04464FF... Signature Adoption: Pre-selected Style Using IP Address: 136.50.17.34	Sent: 6/9/2026 4:21:20 AM Viewed: 6/9/2026 5:36:16 AM Signed: 6/9/2026 5:37:55 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/9/2026 4:21:20 AM
Certified Delivered	Security Checked	6/9/2026 5:36:16 AM
Signing Complete	Security Checked	6/9/2026 5:37:55 AM
Completed	Security Checked	6/9/2026 5:37:55 AM

Payment Events	Status	Timestamps

REQUEST FOR APPROVAL OF 2023-2026 SAFETY AND SECURITY AUDIT SURVEY

The Texas Education Code (TEC) §37.108(c) requires school districts to conduct a comprehensive safety and security audit of all district facilities at least once every three years. ECISD partners with region 18 service center as a third party to conduct these audits and present the findings.

The purpose of the audit is to assess district facility standards and the effectiveness of the district's safety and security procedures, identify areas for improvement, and ensure compliance with state requirements.

The 2023-2026 Safety and Security Audit was completed in accordance with guidelines established by the Texas School Safety Center (TxSSC). The audit evaluated district facilities, safety procedures, emergency operations planning, access control measures, threat assessment processes, communication systems, and other security-related components.

The results of the audit have been reviewed by district administration and the School Safety and Security Committee. Recommendations identified through the audit process will continue to be addressed through ongoing safety initiatives, facility improvements, training, and operational planning.

Administrative Recommendation
Administration recommends approval of the 2023-2026 Safety and Security Audit Report as presented.

Fiscal Impact
There is no direct fiscal impact associated with the approval of this report. Any future safety and security improvements resulting from audit recommendations will be presented separately for consideration as needed.

Legal Authority
Texas Education Code §37.108

Board Action Requested

Approve the 2023-2026 Safety and Security Audit Report and authorize submission of the required documentation to the Texas School Safety Center and other appropriate state agencies as required by law.

TEXAS STATE UNIVERSITY

2023-2026 Audit Survey

The Texas Education Code (TEC) §37.108(c) requires school districts to report the results of their safety and security audits to the district's board of trustees and to the Texas School Safety Center. The district must maintain a copy of the report signed by the district's board of trustees and the superintendent.

Section 10
Audit Survey Signature Page and Summary of Responses

Below is a summary of your audit survey responses. Please review the responses, electronically sign, and select the "Print to PDF" button to print the audit survey responses for the school safety and security committee to review and for the board of trustees and superintendent to review and sign. Those signatures may be collected in the "Required Signatures" box below.

You must return to the audit survey to complete the submission prior to the September 15 deadline. The individual responsible for submitting this report will be required to attest yes or no to the following questions after printing the report:

- **The data reported in this survey is accurate.**
- **A copy of this survey data has been reviewed by the school safety and security committee.**
- **A copy of this survey data has been reviewed and signed by the district's board of trustees and the superintendent prior to submitting it to the Texas School Safety Center.**
- **The signed copy of this survey data will be maintained by the school district.**

The attestation is on the following page and must be completed prior to submission.

Reference: TEC §37.108(c); TEC §37.108(c)(1); TEC §37.109(b)(4)

Section 1
District Demographics

1. First name of person reporting

Answer: Terry

2. Last name of person reporting

Answer: Upchurch

3. Title of person reporting

Answer: Emergency Management Captain

4. Contact email for person reporting

Answer: terry.upchurch@ectorcountyisd.org

5. Contact phone number for person reporting *(xxx-xxx-xxxx)*

Answer: 4324569999

6. Name of District Superintendent

Answer: Dr. Keeley Boyer

7. Email address of District Superintendent

Answer: keeley.boyer@ectorcountyisd.org

8. What is the highest grade level your district serves?

Answer: 12

Section 2
Safety and Security Audit Information

9. Were safety and security audits conducted for ALL your district's facilities during the 2023-2026 audit cycle?
Reference: TEC §37.108(b)

Answer: Yes

10a. Did your district receive school safety or security consulting services from an outside consultant (not employed by your district or regional education service center)?

Answer: Yes

10b. Was the consultant listed on the Texas School Safety and Security Consultant Registry?
Reference: TEC §37.2091(b-1)

Answer: Yes

10c. What type of service was provided by the consultant? *(Please select all that apply.)*

Selected Answer(s):
Services related to your district's safety and security audit

Section 3
Law Enforcement and Non-Law Enforcement Security Personnel

11a. During regular school hours, what type(s) of armed security officers are present across your district's campus(es)? *(Please select all that apply.)*
Reference: TEC §37.0814

Selected Answer(s):

School District Peace Officer (ISD police department officer)

11b. Does the Chief of Police of the school district police department appoint reserve police officers?
Reference: TEC §37.0814(b)(5); TEC §37.0816

Answer: No

11c. Does your district have at least one of the following positions present during regular school hours at *each* district campus?
Reference: TEC §37.0814(a)(b)

- **School District Peace Officer (ISD police department officer)**
- **School Resource Officer (peace officer employed by a law enforcement agency full- or part-time)**
- **Commissioned Peace Officer Employed as Security Personnel**
- **Reserve Deputy Sheriff**
- **Reserve Police Officer (appointed by the Chief of Police of the school district police department)**
- **Honorably Retired Officer who has kept their commission as a peace officer and fulfilled all applicable requirements**

Answer: Yes

11f. In your district, is the Chief of Police accountable to and required to report to the superintendent?
Reference: TEC §37.081(f)

Answer: Yes

11g. Are district officers supervised by the Chief of Police or the Chief's designee?
Reference: TEC §37.081(f)

Answer: Yes

11h. Are district officers licensed by the Texas Commission on Law Enforcement (TCOLE)?
Reference: TEC §37.081(f)

Answer: Yes

11i. Have your district's police department and law enforcement agencies, with which it has overlapping jurisdiction, entered a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies?
Reference: TEC §37.081(g)

Answer: Yes

11j. Has your district's board of trustees determined the scope of the on-duty and off-duty law enforcement activities of school district peace officers and authorized in writing, any off-duty law enforcement activities performed by a school district peace officer?
Reference: TEC §37.081(e)

Answer: Yes

11k. Have the law enforcement and/or security personnel that serve on your campuses completed the required education and training program(s)?
Reference: TEC §37.0812(b); TEC §37.0814(d); Texas Government Code §418.1877(b)(c)(d)

Answer: Yes

11l. Does your district's board of trustees determine the law enforcement duties of peace officers, school resource officers, and/or security personnel?
Reference: TEC §37.081(d)

Answer: Yes

11m. Are your district's law enforcement duties of school district peace officers, school resource officers, or security personnel in the following documents?
Reference: TEC §37.081(d)(1-4)

District improvement plan
Answer: Yes

Student code of conduct
Answer: Yes

Any other campus or district document describing the role of peace officers, school resource officers, or security personnel in the district
Answer: Yes

11n. Do your school district peace officers, school resource officers, and/or security personnel perform law enforcement duties for the school district that include protecting the safety and welfare of any person in the jurisdiction of the peace officer, resource officer, or security personnel?
Reference: TEC §37.081(d-1)(1)

Answer: Yes

11o. Do your district's school district peace officers, school resource officers, and/or security personnel perform law enforcement duties for the school district that include protecting the property of the school district?
Reference: TEC §37.081(d-1)(2)

Answer: Yes

11p. In determining the law enforcement duties, does your district's board of trustees coordinate with district campus behavior coordinators and other district employees to ensure that school district peace officers, school resource officers, and/or security personnel are tasked only with duties related to law enforcement intervention and are not tasked with behavioral or administrative duties better addressed by other district employees?
Reference: TEC §37.081(d-4)

Answer: Yes

Section 4
School Safety and Security Committee

12a. Does your district have a school safety and security committee?
Reference: TEC §37.109(a)

Answer: Yes

12b. To the greatest extent practicable, does your district's school safety and security committee include the following members?
Reference: TEC §37.109(a-1)

One or more representatives of an office of emergency management of a county or city in which the district is located
Answer: Yes

One or more representatives of the local police department or sheriff's office
Answer: Yes

One or more representatives of the district's police department
Answer: Yes

The president of the district's board of trustees
Answer: Yes

A member of the district's board of trustees other than the president
Answer: Yes

The district's superintendent
Answer: Yes

Two or more designees of the district's superintendent, one of whom must be a classroom teacher in the district
Answer: Yes

Two or more designess of the district's superintendent, one of whom must be an administrator of special education in the district
Answer: Yes

Two parents or guardians of students enrolled in the district
Answer: Yes

12c. Did your school safety and security committee participate, on behalf of the district, in developing and implementing emergency plans consistent with the district's multi-hazard emergency operations plan to ensure that the plans reflect specific campus, facility, or support service needs, including recommended accommodations for a student with an individualized education program or a plan created under Section 504, Rehabilitation Act of 1973 (*29 U.S.C. Section 794*)?
Reference: TEC §37.109(b)(1); 29 U.S.C §794

Answer: Yes

12d. Does your school safety and security committee periodically provide recommendations to the district's board of trustees and district administrators regarding updating the district's multi-hazard emergency operations plan?
Reference: TEC §37.109(b)(2)

Answer: Yes

12e. Did your school safety and security committee provide the district with any campus, facility, or support services information required in connection with a safety and security audit, a safety and security audit report, or another report required to be submitted by the district to the Texas School Safety Center?
Reference: TEC §37.109(b)(3)

Answer: Yes

12f. Did your school safety and security committee consult with local law enforcement agencies on methods to increase law enforcement presence near district campuses?
Reference: TEC §37.109(b)(5)

Answer: Yes

12g. Did your school safety and security committee meet as necessary to provide recommendations, based on communications with campus administrators described by *Section 37.1086(a)(2)(C)*, for updating the district multi-hazard-emergency operations plan required by *Section 37.108(a)* to include recommended accommodations for a student with an individualized education program or a plan created under Section 504, Rehabilitation Act of 1973 (*29 U.S.C. Section 794*)?
Reference: TEC §37.108(a); TEC §37.1086(a)(2)(C); TEC §37.109(c); 29 U.S.C. §794

Answer: Yes

13a. Does your school district operate on a year-round system or any other type of alternative schedule?

Answer: No

13c. Did your school safety and security committee meet at least once during each academic semester and at least once during the summer?
Reference: TEC §37.109(c)

Answer: Yes

14a. Does your district partner with an open-enrollment charter school to provide instruction to students?

Answer: Yes

14b. Does your district's school safety and security committee include a member of the open-enrollment charter school's governing body or a designee of the governing body?
Reference: TEC §37.109(a-1)(8)

Answer: Yes

Section 5
Emergency Management Information

15a. Has your district adopted a multi-hazard emergency operations plan for use in the district's facilities?
Reference: TEC §37.108(a)

Answer: Yes

15b. Is your district's multi-hazard emergency operations plan reviewed at least annually and updated as needed based on recommendations by the district's board of trustees for improvement of the plan?
Reference: TEC §37.108(a)(7)

Answer: Yes

16. Does your district's multi-hazard emergency operations plan include the following regarding your school safety and security committee?
Reference: TEC §37.108(f)(9)

The name of each individual on the committee
Answer: Yes

The date of each committee meeting during the preceding year
Answer: Yes

17. Does your district's multi-hazard emergency operations plan include a policy for responding to an active shooter emergency?
Reference: TEC §37.108(g)

Answer: Yes

18. Does your district's multi-hazard emergency operations plan include provisions for ensuring that students and district personnel with disabilities are provided equal access to safety during a disaster or emergency situation?
Reference: TEC §37.1086(a)(2)(A)(c)

Answer: Yes

19. Does your district's multi-hazard emergency operations plan include provisions for ensuring the safety of students, staff, and spectators during extracurricular activities sponsored or sanctioned by the district?
Reference: TEC §37.108(f)(8)

Answer: Yes

20a. Is there a school district facility located within 1,000 yards of a railroad track, as measured from any point on the school's real property boundary line?

Answer: Yes

20b. Does your district's multi-hazard emergency operations plan include a policy for responding to a train derailment near a district school?
Reference: TEC §37.108(d)

Answer: Yes

21a. Is your district designated as a polling place?
Reference: TEC §37.108(e); Election Code §43.031

Answer: No

Section 6
Behavioral Threat Assessment, Suicide Prevention, and Trauma-Informed Practices

22a. Has your district's board of trustees established a behavioral threat assessment team to serve each campus of the district?
Reference: TEC §37.115(c)

Answer: Yes

22b. Has your district's board of trustees adopted policies and procedures for the behavioral threat assessment team consistent with the model policies and procedures developed by the Texas School Safety Center?
Reference: TEC §37.115(c)(1)

Answer: Yes

22c. Has your district's board of trustees adopted policies and procedures to require each district campus to establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate school employee?
Reference: TEC §37.115(c)(5)

Answer: Yes

22d. Has your district's board of trustees adopted policies and procedures that require each district campus to require that, as soon as safe and practicable after an administrator or team for a district campus receives information regarding a threat made against that campus, including through social media, the administrator or team immediately provide to each member of the teaching staff, including teacher's aides, who may be directly affected by the threat notice that includes:
Reference: TEC §37.115(c)(6)

A statement of the existence of the threat
Answer: Yes

The nature of the threat
Answer: Yes

Any other pertinent details to ensure student and staff safety
Answer: Yes

22e. Have all members of the district's behavioral threat assessment team completed behavioral threat assessment training provided by the Texas School Safety Center or a regional Education Service Center?

Reference: TEC §37.115(c)(2)

Answer: Yes

22f. Do members appointed to the behavioral threat assessment team have expertise, to the greatest extent practicable, in the following areas?

Reference: TEC §37.115(d)

Counseling

Answer: Yes

Behavior management

Answer: Yes

Mental health and substance use

Answer: Yes

Classroom instruction

Answer: Yes

Special education

Answer: Yes

School administration

Answer: Yes

School safety and security

Answer: Yes

Emergency management

Answer: Yes

Law enforcement

Answer: Yes

22g. Are materials and information provided to or produced by a team during a threat assessment of a student maintained in the student's school record until the student's 24th birthday?
Reference: TEC §37.115 (j-1)

Answer: Yes

23a. Does your district have programming to address suicide that includes:
Reference: TEC §38.351(i)(5)(B)

Suicide prevention
Answer: Yes

Suicide intervention
Answer: Yes

Suicide postvention
Answer: Yes

23b. Does your district employ nurses?

Answer: Yes

23c. Does your district employ social workers?

Answer: Yes

23d. Does your district provide suicide prevention training to:
Reference: TEC §38.351(g)

School counselors
Answer: Yes

Teachers
Answer: Yes

Nurses
Answer: Yes

Administrators
Answer: Yes

Other staff
Answer: Yes

Law enforcement officers who regularly interact with students
Answer: Yes

Social workers who regularly interact with students
Answer: Yes

23e. Does your district issue student identification cards to students in grade six or higher?

Answer: Yes

23f. Does each student identification card, issued to a student in grade six or higher, have suicide prevention contact information printed on it including the National Suicide Prevention Lifeline and Crisis Text Line; in addition to a local suicide prevention hotline, if available?
Reference: TEC §38.353(1)(A)(B)(2)

Answer: Yes

24a. Has your district adopted and implemented a policy requiring the integration of trauma-informed practices in each school environment?
Reference: TEC §38.036(a)

Answer: Yes

24b. Has the policy requiring the integration of trauma-informed practices been included in the following?
Reference: TEC §38.351(k)(1)(2); TEC §11.252(a)(10)

Annual student handbooks
Answer: Yes

District improvement plan
Answer: Yes

25a. Has your district designated a single person at each campus to serve as the campus behavior coordinator?
Reference: TEC §37.0012(a)(a-1)(b-1)

Answer: Yes

25b. Do you have a school behavioral threat assessment team that serves more than one campus?
Reference: TEC 37.115(d)(2)

Answer: Yes

25c. When a behavioral threat assessment team that serves more than one campus is serving a particular campus, is the person designated as the campus behavior coordinator included?
Reference: TEC 37.115(d)(2)

Answer: Yes

Section 7
Bullying Prevention Policies and Procedures

26. Has your district's board of trustees adopted a policy that prohibits the bullying of a student?
Reference: TEC §37.0832(c)(1)

Answer: Yes

27. Has your district's board of trustees adopted a policy that prevents and mediates bullying incidents between students that interfere with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity?
Reference: TEC §37.0832(c)(2)(A)(B)

Answer: Yes

28. Has your district's board of trustees adopted a policy that prohibits retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying?
Reference: TEC §37.0832(c)(3)

Answer: Yes

29. Has your district's board of trustees established a procedure for providing notice of an incident of bullying to the following:
Reference: TEC §37.0832(c)(4)(A)(B)

A parent or guardian of the alleged victim on or before the third business day after the date the incident is reported
Answer: Yes

A parent or guardian of the alleged bully within a reasonable amount of time after the incident
Answer: Yes

30. Has your district's board of trustees adopted a policy that establishes the actions a student should take to obtain assistance and intervention in response to bullying?
Reference: TEC §37.0832(c)(5)

Answer: Yes

31. Has your district's board of trustees adopted a policy that sets out the available counseling options for:
Reference: TEC §37.0832(c)(6)

A student who is a victim of or a witness to bullying
Answer: Yes

A student who engages in bullying
Answer: Yes

32. Has your district's board of trustees adopted a policy that establishes procedures for reporting an incident of bullying that includes the following:
Reference: TEC §37.0832(c)(7)

Procedures for a student to anonymously report an incident of bullying
Answer: Yes

Investigating a reported incident of bullying
Answer: Yes

Determining whether the reported incident of bullying occurred
Answer: Yes

33. Has your district's board of trustees adopted a policy that prohibits the imposition of a disciplinary measure on a student who, after an investigation, is found to be a victim of bullying, on the basis of that student's use of reasonable self-defense in response to the bullying?
Reference: TEC §37.0832(c)(8)

Answer: Yes

Section 8
Active Threat Exercise

34a. Did your district conduct an active threat exercise, including an active shooter simulation during this audit cycle (2023-2026)?
Reference: 19 Texas Administrative Code §103.1211(a)(b)

Answer: Yes

34b. Did your district invite the following groups to participate or be part of active threat exercises?

Students
Answer: Yes

Staff
Answer: Yes

34c. Prior to conducting an active threat exercise, including an active shooter simulation, did your district provide adequate notice of the exercise to the following?
Reference: TEC §37.1141(a)(1)

Students expected to participate in the exercise
Answer: Yes

The parents of those students expected to participate in the exercise
Answer: Yes

Staff likely to be part of the exercise
Answer: Yes

34d. Did the active threat exercise notice include the following elements?
Reference: TEC §37.1141(a)(1)(A)(B)(C)

The date on which the exercise was scheduled to occur
Answer: Yes

The content, form, and tone of the exercise
Answer: Yes

Whether the exercise would include a live simulation that mimics or appears to be an actual shooting incident
Answer: Yes

35a. Did your district announce the active threat exercise to students and faculty before the start of the exercise?
Reference: TEC §37.1141(a)(2)

Answer: Yes

35b. Did your district announce that the active threat exercise would include a live simulation that mimics or appears to be an actual threat, such as a shooting incident?
Reference: TEC §37.1141(a)(2)

Answer: Yes

36. Did your district notify first responder organizations that would likely respond in the event of a false report or alarm of the exercise?
Reference: TEC §37.1141(a)(3)

Answer: Yes

37. Did your district create a safe zone around the area in which the exercise was conducted to keep out actual firearms, ammunition, and other weapons, other than firearms, ammunition, or other weapons carried by a peace officer, school resource officer, or school marshal or any other person authorized by the district to carry those items on school grounds?
Reference: TEC §37.1141(a)(4)

Answer: Yes

38. Did your district ensure the content of the exercise was:
Reference: TEC §37.1141(a)(5)(A)(B)(C)

Age appropriate and developmentally appropriate
Answer: Yes

Developed by a team of school administrators, teachers, school-based mental health professionals, and law enforcement officers, with input from parents and students
Answer: Yes

Designed to support the well-being of students who participate in the exercise before, during, and after the exercise is conducted
Answer: Yes

39a. Did your district conduct an after-action review of the active threat exercise to determine if key planning objectives were achieved?
Reference: 19 Texas Administrative Code §103.1211(c)(6)

Answer: Yes

39b. At the conclusion of the after-action review did the findings indicate the following?

Reference: 19 Texas Administrative Code §103.1211(c)(6)(A)(B)(C)

Incident command and control structures work as intended in accordance with the district's multi-hazard emergency operations plan

Answer: Yes

Two-way communications work as intended with emergency first responders, in accordance with the district's multi-hazard emergency operations plan

Answer: Yes

Emergency notification systems work as intended (e.g., voice calls, text messages, and email notifications)

Answer: Yes

40a. Did your after-action review determine the impact of the active threat exercise?

Reference: TEC §37.1141(a)(6)

Answer: Yes

40b. Please indicate how much you agree or disagree with the following statements regarding the impact of the active threat exercise.
Reference: TEC §37.1141(a)(6)

District stakeholders (e.g., students, staff, or family members of students or staff) feel safe in the event of an emergency
Answer: Agree

District stakeholders (e.g., students, staff, or family members of students or staff) know what to do in the event of an emergency
Answer: Agree

District stakeholders (e.g., students, staff, or family members of students or staff) know who to contact in the event of an emergency
Answer: Agree

Section 9
Additional Safety and Security Information

41. Did your school district use the funds provided through the school safety allotment under *TEC §48.160* only for the purposes provided by that section?
Reference: TEC §37.108(b-1); TEC §48.160

Answer: Yes

42. Does the student handbook for each campus include information on gang-free zones and the consequences of engaging in organized criminal activity within those zones?
Reference: TEC §37.110

Answer: Yes

43. Does your district have at least one of each of the following available for use at each campus in the event of an active shooter incident?
Reference: TEC §37.1171

Breaching tool
Answer: Yes

Ballistic shield
Answer: Yes

44a. Does your district have policies and procedures in place for notification of a bomb threat or terroristic threat relating to a campus or other district facility at which students are present?
Reference: TEC §37.113

Answer: Yes

44b. Do those policies and procedures include notification of the threat as soon as possible to the parent or guardian of, or other person standing in parental relation to, each student who is assigned to the campus or who regularly uses the facility?
Reference: TEC §37.113

Answer: Yes

45. Have the following drills been conducted at all facilities at the minimum frequency stated below?
Reference: 19 Texas Administrative Code §103.1209(a)(c)(1-5)

Secure Drill (One per school year)
Answer: Yes

Lockdown Drills (Two per school year; once per semester)
Answer: Yes

Evacuation Drill (One per school year)
Answer: Yes

Shelter-in-Place for Severe Weather or Shelter-in-Place for Hazmat Drill (One per school year)
Answer: Yes

Fire Evacuation Drills (Four per school year; two per semester*)
**Local fire marshal requirements supersede this recommended frequency.*
Answer: Yes

46a. Has your district developed a traumatic injury protocol for school employees and volunteers to follow in the event of a traumatic injury?
Reference: TEC §38.030(a)

Answer: Yes

46b. Does your district make the traumatic injury protocol available annually for school employees and volunteers to follow in the event of a traumatic injury?
Reference: TEC §38.030(a)

Answer: Yes

46c. Does your district provide agency-approved training on the traumatic injury protocol for the following?
Reference: TEC §38.030(b)(3)(A)(B)(C)

Each school district peace officer commissioned under Section 37.081
Answer: Yes

All other district or school personnel who may be reasonably expected to use a bleeding control station
Answer: Yes

47a. Does your district have bleeding control stations available to school employees and volunteers for use in the event of a traumatic injury involving blood loss?
Reference: TEC §38.030(b)(1)

Answer: Yes

47b. Are the bleeding control stations stored in easily accessible areas of the campus that are selected by the district's school safety and security committee?
Reference: TEC §38.030(b)(2)

Answer: Yes

47c. Are students enrolled at the campus in grades seven or higher annually offered instruction on the use of a bleeding control station from a school resource officer or other appropriate district or school personnel who have received the training?
Reference: TEC §38.030(b)(4)

Answer: Yes

47d. Do your district bleeding control stations contain all the required materials?
Reference: TEC §38.030(d)(1-9)

Answer: Yes

48. Does your district maintain and inspect your Automated External Defibrillators monthly, according to manufacturer's guidelines?
Reference: Health and Safety Code §779.003

Answer: Yes

49. Has your district adopted and implemented policy regarding the maintenance, administration, and disposal of opioid antagonists at each campus in the district that serves students in grades six through twelve?
Reference: TEC §38.222(a)

Answer: Yes

50. Has your district's board of trustees adopted a policy regarding action to be taken by the administration of a school campus when a visitor is identified as a sex offender?
Reference: TEC §38.022(d)

Answer: Yes

51. Does your district place warning signs at each school about the increased penalties for trafficking of persons in a conspicuous place reasonably likely to be viewed by all school employees and visitors?
Reference: TEC §37.086(b)

Answer: Yes

52. Does your district annually provide or make information available about programs on the dangers of students sharing visual material depicting a minor engaged in sexual conduct, to parents and students in a grade level the district considers appropriate?
Reference: TEC §37.218(c)

Answer: Yes

53. Has your district adopted and implemented a dating violence policy to be included in your district improvement plan?
Reference: TEC §37.0831(a)

Answer: Yes

54. Does your school district require each district employee who regularly interacts with students to complete an evidence-based mental health training program designed to provide instruction regarding the recognition and support of children and youth who experience a mental health or substance use issue that may pose a threat to school safety?
Reference: TEC §22.904(a)

Answer: Yes

55a. Does your district provide each classroom with silent panic alert technology?
Reference: TEC §37.118(a)

Answer: Yes

55b. Does your district silent panic alert technology allow for immediate contact with the following responders?
Reference: TEC §37.118(a)

District or school emergency services
Answer: Yes

Emergency services agencies
Answer: Yes

Law enforcement agencies
Answer: Yes

Health departments
Answer: Yes

Fire departments
Answer: Yes

56a. Is your district located in whole or in part within an Emergency Services District?
Reference: TEC §37.117(b)

Answer: Yes

56b. Did your district provide an accurate map of each district campus and school building to each entity located in whole or in part within the school district?
Reference: TEC §37.117(a)(1); TEC §37.117(b)

Department of Public Safety
Answer: Yes

Local law enforcement agencies
Answer: Yes

Emergency medical services
Answer: Yes

Fire departments
Answer: Yes

Emergency Services Districts
Answer: Yes

57. Did your district provide the following entities with an opportunity to conduct a walk-through of each district campus and school building?
Reference: TEC §37.117(a)(2)

Department of Public Safety
Answer: Yes

Local law enforcement agencies
Answer: Yes

Emergency medical services
Answer: Yes

Fire departments
Answer: Yes

58a. Does your district designate a cybersecurity coordinator?
Reference: TEC §11.175(d)

Answer: Yes

58b. Does your district's cybersecurity coordinator complete the following required trainings on an annual basis?
Reference: TEC §11.175(h-1)

Cybersecurity training
Answer: Yes

Artificial intelligence training
Answer: Yes

59. Do district employees who use the district's computer system or database to perform at least 25 percent of their job duties complete the following required trainings on an annual basis?
Reference: TEC §11.175(h-1); Texas Government Code §2054.5191(a-1); Texas Government Code §2054.5191(b)

Cybersecurity training
Answer: Yes

Artificial intelligence training
Answer: Yes

60a. Does your district provide information and resources on safe gun storage, developed by the Texas School Safety Center and Texas DPS, about *Texas Penal Code 46.13*, and ways in which parents and guardians can effectively prevent children from accessing firearms to the parent or guardian of each student enrolled in the district or school at least three times each school year?
Reference: TEC §37.222; Texas Penal Code §46.13(b)(c)(d)(e)

Answer: Yes

60b. What mechanism are you using to provide information and resources on safe gun storage, developed by the Texas School Safety Center and Texas DPS, about *Texas Penal Code 46.13*, and ways in which parents and guardians can effectively prevent children from accessing firearms to the parent or guardian of each student enrolled in the district or school at least three times each school year? *(Please select all that apply.)*
Reference: TEC §37.222; Texas Penal Code §46.13(b)(c)(d)(e)

Selected Answer(s):

District or campus website
District or campus social media accounts
Email communications to parents/guardians
Printed mail
Text messaging
District or campus communication platform/app (e.g., parent portals, messaging apps)
Automated phone calls/voice messages
In-person distribution (e.g., meetings, events, parent-teacher conferences)
Student take-home materials (flyers, handouts sent with students)

61a. Has your district's board of trustees adopted, implemented, and ensured the district or school complies with a written policy prohibiting a student using a personal communication device while on school property during the school day?
Reference: TEC §37.082(a)

Answer: Yes

61b. Does your district's personal communication device policy establish disciplinary measures to be imposed for violation of the prohibition?

Reference: TEC §37.082(a)

Answer: Yes

Required Signatures

Signature of person reporting

Print to PDF

Once the signatures of the board of trustees and the superintendent have been collected on the signature page, the person reporting will return to the survey to complete the attestation.

If you have technical issues or questions about conducting your audit or how to answer questions within the audit survey, contact txssc_audit_info@txstate.edu.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

ACTION PAGE

TO: Board of Trustees

FROM: Dr. Roberto Trejo, Chief Academic Officer

SUBJECT: **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE EXECUTIVE DIRECTOR OF COLLEGE, CAREER, AND MILITARY READINESS (CCMR)**

DATE: June 16, 2026

Recommendation to hire Executive Director of College, Career, and Military Readiness.

****

Administration Recommendation:

Approval of Personnel Recommendation to hire Executive Director of College, Career, and Military Readiness.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

ACTION PAGE

TO: Board of Trustees

FROM: Anthony Sorola, District Operations

SUBJECT: **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE EXECUTIVE DIRECTOR OF DISTRICT OPERATIONS**

DATE: June 16, 2026

Recommendation to hire Executive Director of District Operations.

****

Administrative Recommendation:

Approval of Personnel Recommendation to hire Executive Director of District Operations.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Mauricio Marquez, Chief Schools Officer

SUBJECT: **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR AUSTIN MONTESSORI ELEMENTARY SCHOOL**

DATE: June 16, 2026

Recommendation to hire Principal for Austin Montessori Elementary School.

****

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Austin Montessori Elementary School.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Mauricio Marquez, Chief Schools Officer

SUBJECT: **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR JORDAN ELEMENTARY SCHOOL**

DATE: June 16, 2026

Recommendation to hire Principal for Jordan Elementary School.

****

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Jordan Elementary School.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Mauricio Marquez, Chief Schools Officer

SUBJECT: **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR MILAM ELEMENTARY SCHOOL**

DATE: June 16, 2026

Recommendation to hire Principal for Milam Elementary School.

****

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Milam Elementary School.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Mauricio Marquez, Chief Schools Officer

SUBJECT: **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR BOWIE MIDDLE SCHOOL**

DATE: June 16, 2026

Recommendation to hire Principal for Bowie Middle School.

****

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Bowie Middle School.

Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Mauricio Marquez, Chief Schools Officer

SUBJECT: **REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE PRINCIPAL FOR WILSON & YOUNG MIDDLE SCHOOL**

DATE: June 16, 2026

Recommendation to hire Principal for Wilson & Young Middle School.

****

Administrative Recommendation:

Approval of Personnel Recommendations to hire Principal for Wilson & Young Middle School.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Superintendent of Schools

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF REORGANIZATION OF BOARD OF TRUSTEES NAMING PRESIDENT, VICE-PRESIDENT, AND SECRETARY**

DATE: June 16, 2026

Texas Education Code, Section 11.061(C) requires that each school board "organize at the first meeting after the election and qualification of trustees."

In addition to the required post-election organization, a board may also organize at other times. *Atty. Gen. Op. MW-531 (1982)*

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Administrative Recommendation:

Approve reorganization of Board of Trustees Naming President, Vice-President, and Secretary.

Selection of Officers

At the first meeting after each election and qualification of trustees, the members shall organize by selecting:

1. A president, who must be a member of the board.
2. A secretary, who may or may not be a member of the board.
3. Other officers and committees the board considers necessary.

Education Code 11.061(c)

Reorganization

In addition to the required post-election organization, a board may also organize at other times. *Atty. Gen. Op. MW-531 (1982)*

Duties/Powers of Board President

The duties and powers of the president of a board include, but are not limited to, the following:

1. Call a meeting of the board for the purpose of adopting a budget and provide for the publication of notice of the budget and proposed tax rate meeting under Education Code 44.004. [See CE and CCG]
2. Submit the annual financial statement to a newspaper for publication under Local Government Code 140.006. [See CFA]
3. Execute a mineral deed or lease under Education Code 11.153. [See CDB]
4. Execute the deed for the sale of property, other than minerals, held in trust for public school purposes under Education Code 11.154(b). [See CDB]

INFORMATION ITEMS

- Financials
- Purchases Over $50,000 Informational Report
- Routine Personnel Report

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

EOM BUDGET REPORT 199

APRIL 30, 2026

FOR 2026 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-369,185,000	12,539,199	-356,645,801	-274,329,215.77	.00	-82,316,585.23	76.9%
11 INSTRUCTION	211,629,923	1,136,055	212,765,978	148,162,091.05	42,586,163.61	22,017,723.34	89.7%
12 INSTRUCTIONAL RES & MEDIA SERV	2,020,954	-93,551	1,927,403	1,294,798.35	344,256.06	288,348.59	85.0%
13 CURRICULUM & STAFF DEVELOPMENT	9,347,135	-259,751	9,087,384	5,738,062.21	1,224,920.73	2,124,401.06	76.6%
21 INSTRUCTIONAL LEADERSHIP	5,662,506	-84,352	5,578,154	4,081,172.76	773,979.32	723,001.92	87.0%
23 SCHOOL LEADERSHIP	21,728,046	493,163	22,221,209	16,912,423.41	3,772,449.50	1,536,336.09	93.1%
31 GUID, COUNS & EVALUATION SERVS	17,546,309	552,535	18,098,844	13,302,525.20	3,789,378.09	1,006,940.71	94.4%
32 SOCIAL WORK SERVICES	1,732,378	43,959	1,776,337	1,376,170.39	215,118.43	185,048.18	89.6%
33 HEALTH SERVICES	3,257,259	97,410	3,354,669	2,556,084.26	730,256.70	68,328.04	98.0%
34 STUDENT TRANSPORTATION	11,909,952	-532,759	11,377,193	7,716,132.13	2,333,608.86	1,327,452.01	88.3%
36 CO/EXTRACURRICULAR ACTIVITIES	8,113,940	1,434,668	9,548,608	6,854,268.41	1,289,886.50	1,404,453.09	85.3%
41 GENERAL ADMINISTRATION	9,310,815	174,092	9,484,907	6,664,734.96	1,614,562.50	1,205,609.54	87.3%
51 FACILITIES MAINT & OPERATIONS	39,715,583	1,570,798	41,286,381	26,689,749.27	7,799,957.89	6,796,673.84	83.5%
52 SECURITY & MONITORING SERVICES	6,640,841	1,463,450	8,104,291	6,631,693.91	1,052,842.90	419,754.19	94.8%
53 DATA PROCESSING SERVICES	14,904,098	582,921	15,487,019	7,681,291.21	6,322,649.22	1,483,078.57	90.4%
61 COMMUNITY SERVICES	1,500,512	161,602	1,662,114	1,116,903.41	274,502.27	270,708.32	83.7%
71 DEBT SERVICE	1,359,000	0	1,359,000	737,212.87	125,232.66	496,554.47	63.5%
81 FACILITIES ACQUISITION & CONST	4,431,749	1,109,689	5,541,438	1,711,353.01	975,489.53	2,854,595.46	48.5%
99 INTERGOVERNMENTAL CHARGES	2,374,000	0	2,374,000	1,471,838.00	902,162.00	.00	100.0%
TOTAL GENERAL FUND	4,000,000	20,389,128	24,389,128	-13,630,710.96	76,127,416.77	-38,107,577.81	256.2%
TOTAL REVENUES	-369,710,000	13,064,199	-356,645,801	-274,329,215.77	.00	-82,316,585.23	
TOTAL EXPENSES	373,710,000	7,324,929	381,034,929	260,698,504.81	76,127,416.77	44,209,007.42	
GRAND TOTAL	4,000,000	20,389,128	24,389,128	-13,630,710.96	76,127,416.77	-38,107,577.81	256.2%

** END OF REPORT - Generated by EATON, MORGAN **

ECTOR COUNTY ISD, TX

EOM BUDGET REPORT 240

APRIL 30, 2026

FOR 2026 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
240 SCHOOL NUTRITION							
00 GENERAL LEDGER AND REVENUE	-21,827,628	0	-21,827,628	-18,987,077.13	.00	-2,840,550.87	87.0%
35 FOOD SERVICE	21,827,628	550,457	22,378,085	15,187,800.76	2,996,986.72	4,193,297.52	81.3%
TOTAL SCHOOL NUTRITION	0	550,457	550,457	-3,799,276.37	2,996,986.72	1,352,746.65	-145.7%
TOTAL REVENUES	-21,827,628	0	-21,827,628	-18,987,077.13	.00	-2,840,550.87	
TOTAL EXPENSES	21,827,628	550,457	22,378,085	15,187,800.76	2,996,986.72	4,193,297.52	
GRAND TOTAL	0	550,457	550,457	-3,799,276.37	2,996,986.72	1,352,746.65	-145.7%

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ECTOR COUNTY ISD, TX

EOM BUDGET REPORT 599

APRIL 30, 2026

FOR 2026 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
599 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-48,949,768	0	-48,949,768	-49,810,181.74	.00	860,413.74	101.8%
71 DEBT SERVICE	48,949,768	0	48,949,768	40,820,768.42	2,400.00	8,126,599.58	83.4%
TOTAL DEBT SERVICE FUND	0	0	0	-8,989,413.32	2,400.00	8,987,013.32	100.0%
TOTAL REVENUES	-48,949,768	0	-48,949,768	-49,810,181.74	.00	860,413.74	
TOTAL EXPENSES	48,949,768	0	48,949,768	40,820,768.42	2,400.00	8,126,599.58	
GRAND TOTAL	0	0	0	-8,989,413.32	2,400.00	8,987,013.32	100.0%

** END OF REPORT - Generated by EATON, MORGAN **

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ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

MONTHLY REPORT OF TAX COLLECTIONS

FOR THE PERIOD OF JULY 1, 2025 THRU APRIL 30, 2026

YEAR		OUTSTANDING COLLECTIBLE AS OF 2024 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED OVERALL	PERCENT UNCOLLECTED CURRENT
CURRENT TAX	2025	184,811,571.49	(1,516,523.83)	183,295,047.66	170,026,597.65	1,832,780.62	11,435,669.39	6.19%	6.24%
DELINQUENT TAX									
	2024	8,242,135.49	(621,975.43)	7,620,160.06	1,764,125.08	173,388.63	5,682,646.35	68.95%	74.57%
	2023	5,019,503.28	(306,192.93)	4,713,310.35	311,896.11	65,297.10	4,336,117.14	86.39%	92.00%
	2022	2,963,529.38	10,985.55	2,974,514.93	571,008.55	56,910.38	2,346,596.00	79.18%	78.89%
	2021	1,442,117.19	(31,435.93)	1,410,681.26	222,932.56	34,141.61	1,153,607.09	79.99%	81.78%
	2020	1,221,396.36	23,830.97	1,245,227.33	105,471.46	21,370.91	1,118,384.96	91.57%	89.81%
	2019	1,121,715.58	(1,294.97)	1,120,420.61	56,747.56	17,408.36	1,046,264.69	93.27%	93.38%
	2018	875,222.82	(6,489.05)	868,733.77	40,289.57	16,204.88	812,239.32	92.80%	93.50%
	2017	732,140.59	(436.96)	731,703.63	25,778.86	6,906.33	699,018.44	95.48%	95.53%
	2016	824,657.40	(167.97)	824,489.43	20,288.37	3,437.71	800,763.35	97.10%	97.12%
	2015	751,527.37	(724.51)	750,802.86	14,122.76	1,852.07	734,828.03	97.78%	97.87%
	2014	759,386.71	(175,031.63)	584,355.08	8,016.62	1,482.96	574,855.50	75.70%	98.37%
	2013+	3,262,249.99	(31,351.85)	3,230,898.14	24,923.05	1,193.58	3,204,781.51	98.24%	99.19%
TOTAL DELINQUENT TAX		27,215,582.16	(1,140,284.71)	26,075,297.45	3,165,600.55	399,594.52	22,510,102.38	82.71%	86.33%
CED # 24 SII TAXES		45,800.47	0.00	45,800.47	0.00	0.00	45,800.47	100.00%	100.00%
TOTAL ALL TAXES		212,072,954.12	(2,656,808.54)	209,416,145.58	173,192,198.20	2,232,375.14	33,991,572.24		

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	1,742,552.47	366,385.55	2,108,938.02
TOTAL PENALTY / INTEREST / DISCOUNT	1,742,552.47	366,385.55	2,108,938.02

OTHER COLLECTIONS			
TAXES W/O COLLECTED	0.00	0.00	0.00
TAX CERTIFICATES	1,637.34	415.40	2,052.74
LATE RENDITION FEES	251,712.51	9,492.82	261,205.33
RETURN CHECK COLLECTIONS	0.00	0.00	0.00
OTHER COSTS COLLECTED	0.00	0.00	0.00
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	253,349.85	9,908.22	263,258.07
TOTAL SCHOOL	175,188,100.52	2,608,668.91	177,796,769.43

	GENERAL FUND		DEBT SERVICE		
	TAXES PAID	P + I + C	TAXES PAID	P + I + C	TOTAL
TOTAL	1,667,137.76	281,016.19	565,237.38	95,277.58	2,608,668.91

PURCHASES OVER $100,000 INFORMATIONAL REPORT

The purchases over $100,000 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 $100,000 Report for May 2026

Item	PO DATE	PO #	VENDOR NAME	AMOUNT	GENERAL COMMENTS	APPROVAL PROCESS	GL ACCOUNT	REQUESTOR	DEPARTMENT
1	05/05/2026	26011612	ALLEN TEINERT CONSTRUCTION	$ 1,417,593.18	GONZALES ES RENOVATIONS P1P2 BOND	BUYBOARD JOC 783-25	693-81-6629-00-111-99-65724 693-81-6629-00-111-99-65424 693-81-6629-00-111-99-65524 693-81-6629-00-111-99-65624 693-81-6629-00-111-99-65224	BETHANY IBARRA	DISTRICT OPERATIONS
2	05/21/2026	26012277	WR CONSTRUCTION INC	$ 929,325.72	BURNET PR 1 & 2 WO	ECISD AWARDED VENDOR RFP 24-31	693-81-6629-00-104-99-65724	BETHANY IBARRA	DISTRICT OPERATIONS
3	05/28/2026	26012457	LIGHTS ON SOLUTIONS LLC	$ 801,999.12	26-28SN ELEMENTARY GENERATOR INSTALLATION PROJECT	ECISD AWARDED VENDOR RFP 26-28 SN	240-35-6639-00-974-99-	MARGARITA CORRAL	SCHOOL NUTRITION
4	05/11/2026	26011930	FLINN SCIENTIFIC INC	$ 694,609.47	VASQUEZ MS SCIENCE LAB EQUIPMENT	BUYBOARD VENDOR CONTRACT #748-24	693-11-6397-00-049-11-50024 693-11-6399-00-049-11-50024	BETHANY IBARRA	DISTRICT OPERATIONS
5	05/18/2026	26012146	GATEWAY EDUCATION HOLDINGS LLC	$ 569,560.00	MATH TEXTBOOKS NEW ADOPTION 2026/2027	ALLIED STATES COOP CONTRACT #24-7474	410-11-6321-00-999-11-41026	ELSA LAZCANO	INSTRUCTIONAL MATERIALS
6	05/04/2026	26011535	AMSTAR INC	$ 513,347.69	HAY ES PR1&2 BOND	TIPS CONTRACT 241001	693-81-6629-00-112-99-65624	BETHANY IBARRA	DISTRICT OPERATIONS
7	05/04/2026	26011515	FOLLETT CONTENT SOLUTIONS LLC	$ 231,022.63	VASQUEZ MS LIBRARY	BUYBOARD APPROVED VENDOR CONTRACT #702-23	693-12-6669-00-049-99-50024	BETHANY IBARRA	DISTRICT OPERATIONS
8	05/22/2026	26012330	EMERGENT TREE EDUCATION INC	$ 211,620.00	RS/SPED/CONTRACT	CTPA VENDOR RFP #22-184	224-13-6299-SD-871-23-22426	ROMI SCOWN	SPECIAL EDUCATION
9	05/01/2026	26011452	KRONOS INC.	$ 175,433.40	KRONOS TIME CLOCKS FOR THE DISTRICT	U.S. COMMUNITIES CONTRACT #18220	199-53-6397-41-972-99-	KASHUNTA THURMAN	INFORMATION SYSTEMS
10	05/08/2026	26011906	PARAMOUNT PEST SERVICES LLC	$ 105,000.00	LONG TERM PO FOR PEST CONTROL	ECISD AWARDED VENDOR RFP 26-34	199-51-6246-01-955-99-	RENNETTE FLORES	MAINTENANCE SERVICES
11	05/08/2026	26011886	GUNN & SCOGGINS INC	$ 105,000.00	LONG TERM PO FOR PEST CONTROL	ECISD AWARDED VENDOR-RFP 24-39	199-51-6246-01-955-99-	RENNETTE FLORES	MAINTENANCE SERVICES

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

MEMORANDUM

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

RE: Routine Personnel Report for May 2026

DATE: 5/29/2026

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
TAYLOR NEUFELD	5TH GRADE REGULAR	JORDAN ELEMENTARY	05/22/26
IVAN VECINA IBANEZ	5TH GRADE BILINGUAL	JORDAN ELEMENTARY	05/22/26
PAULA MARTINEZ	KINDERGARTEN BILINGUAL	JORDAN ELEMENTARY	05/22/26
TANYA MURRAY	4TH GRADE REGULAR	JORDAN ELEMENTARY	05/22/26
ALEJANDRA MOLINA	2ND GRADE REGULAR	BLANTON ELEMENTARY	05/22/26
JOHANNA LAROQUE	GT PROGRAM TEACHER	ADVANCED ACADEMIC SERVICES	05/22/26
MARINA MAPLES DURAN	2ND GRADE REGULAR	SAM HOUSTON ELEMENTARY	05/22/26
NATALIA VIDAL HERNANDEZ	PRE K REGULAR	CARVER ELEMENTARY	05/22/26
LESLENE ANDERSON	5TH GRADE REGULAR	BLANTON ELEMENTARY	05/22/26
MARIA ALBA VINAS PRAT	2ND GRADE BILINGUAL	NOEL ELEMENTARY	05/22/26
ROGER PICH COMAS	KINDERGARTEN BILINGUAL	NOEL ELEMENTARY	05/22/26
NAOMI CRANDALL	ELEMENTARY PE	BURNET ELEMENTARY	05/22/26
PAMELA TEMPLIN	MASTER TEAM REACH TEACH	JOHNSON ELEMENTARY	05/22/26
ELIZABETH WAGONER	PRE K REGULAR	JOHNSON ELEMENTARY	05/22/26
JOHN CORRAL	5TH GRADE BILINGUAL	SAM HOUSTON ELEMENTARY	05/22/26
JAQUELIN HERNANDEZ GARCIA	1ST GRADE ESL	CAMERON ELEMENTAY	05/22/26
KAREN MCNERNEY DEL RIO	MULTI CLASSROOM TEACHER	WEST ELEMENTARY	05/22/26
BONNIE PYRON	1ST GRADE ESL	BLANTON ELEMENTARY	05/22/26
ERICA COBIAN	2ND GRADE REGULAR	ALAMO ELEMENTARY	05/22/26
DAISY VELASQUEZ NIETO	1ST GRADE REGULAR	ALAMO ELEMENTARY	05/22/26
SALLY POOL	ITINERANT ELEMENTARY STRINGS	FINE ARTS	05/22/26
SAMANTHA BRIDGES	5TH GRADE REGULAR	CAVAZOS ELEMENTARY	05/22/26
LORI LEWIS	5TH GRADE REGULAR	EK DOWNING ELEMENTARY	05/22/26
CESAR DIAZ CASILLAS	4TH GRADE BILINGUAL	FLY ELEMENTARY	05/22/26
HALLIE STARK	2ND GRADE REGULAR	PEACE ELEMENTARY	05/22/26
ALEXIS CARRASCO	MASTER TEAM REACH TEACH	IRELAND ELEMENTARY	05/22/26
CLAUDIA RUIZ ARVIZU	4TH GRADE BILINGUAL	WEST ELEMENTARY	05/22/26
JACQELINE FRANCO	4TH GRADE REGULAR	MILAM ELEMENTARY	05/22/26
PAMELA NAYLOR	ELEM TEAM REACH TEACHER	ZAVALA ELEMENTARY	05/22/26
CRISTINE CARRASCO	1ST GRADE REGULAR	BLACKSHEAR ELEMENTARY	05/22/26
MARIBEL MANZANARES	4TH GRADE REGULAR	ZAVALA ELEMENTARY	05/22/26
LIZZA CAMPOS	2ND GRADE BILINGUAL	ZAVALA ELEMENTARY	05/22/26
LOETHA GREYSON	KINDERGARTEN REGULAR	BUICE ELEMENTARY	05/22/26
CARLOS LATTOS PES	3RD GRADE BILINGUAL	GOLIAD ELEMENTARY	05/22/26
PAMELA RADABAUGH	5TH GRADE REGULAR	FLY ELEMENTARY	05/22/26

KASEY GUILLETT	ELEMENTARY PE	LAMAR ELEMENTARY	05/22/26
DENISE ARREDONDO	ELEM SPED SPECIALIZED CLASSROOM	CARVER ELEMENTARY	05/22/26
ALFREDO GUILLEN	5TH GRADE BILINGUAL	EK DOWNING ELEMENTARY	05/22/26
SAMUEL SOLIS	4TH GRADE REGULAR	EK DOWNING ELEMENTARY	05/22/26
KELLY MELENDEZ	5TH GRADE BILINGUAL	BUICE ELEMENTARY	05/22/26
KIARA SEARSY	ELEMENTARY PE	THE STEM ACADEMY	05/22/26
JANET JUAREZ	3RD GRADE BILINGUAL	SAM HOUSTON ELEMENTARY	05/22/26
BRIDGET LOFFLER	ELEM READ/DYSLEXIA INT	FLY ELEMENTARY	05/22/26
AMBER MUNOZ	3RD GRADE REGULAR	ROSS ELEMENTARY	05/22/26
FRANCISCA QUINTELA	2ND GRADE BILINGUAL	SAN JACINTO ELEMENTARY	05/22/26
NORA GRIJALVA	1ST GRADE BILINGUAL	WEST ELEMENTARY	05/22/26
MARIA STUTES	PRE K REGULAR	BURLESON ELEMENTARY	05/22/26
ALICIA LIPPMAN	ELEM READ/DYSLEXIA INT	SAM HOUSTON ELEMENTARY	05/22/26
VIRGINIA FRAZIER	5TH GRADE REGULAR	THE STEM ACADEMY	05/22/26
MICHELLE ESTRADA	5TH GRADE REGULAR	ROSS ELEMENTARY	05/22/26
ARLEN DENNEY	PRE K REGULAR	LAMAR ELEMENTARY	05/22/26
JEANETTE NAVARRETE	KINDER REGULAR	ROSS ELEMENTARY	05/22/26
YURISSA RODRIGUEZ	3RD GRADE REGULAR	BUICE ELEMENTARY	05/22/26
BRISEYDA DELEON	3RD GRADE REGULAR	BUICE ELEMENTARY	05/22/26
REBECCA BUGG	MEDIA SPECIALIST ELEMENTARY	DOWLING ELEMENTARY	05/22/26
JOWANNA RODRIGUEZ	KINDERGARTEN REGULAR	THE STEM ACADEMY	05/22/26
MARGRITA GRIMSLEY	4TH GRADE REGULAR	BUICE ELEMENTARY	05/22/26
BRITTANI GREEN	KINDERGARTEN REGULAR	BUICE ELEMENTARY	05/22/26
SANDY ALCINENA	ELEMENTARY ART	PEASE ELEMENTARY	05/22/26
PATRICIA GAYTON	KINDERGARTEN REGULAR	THE STEM ACADEMY	05/22/26
ALBA CAPDEVILA MIGUEL	5TH GRADE BILINGUAL	GOLIAD ELEMENTARY	05/22/26

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
FELICIA BURDORF	DEPARTMENT HEAD/SCIENCE	BOWIE MIDDLE SCHOOL	05/22/26
CHRISTINA EUBANK	BUISNESS EDUCATION	ODESSA HIGH SCHOOL	05/22/26
MIRABEL VIRTUDAZO	SPED INC/RES	ODESSA HIGH SCHOOL	05/22/26
CRAIG GOODSON	ART	STEM	05/22/26
AARON THOMAS	MATH/COACH	NIMITZ MIDDLE SCHOOL	05/22/26
JULIUS ROMERO	MATH	CROCKETT MIDDLE SCHOOL	05/22/26
BETH BERGER	AVID TEACHER	BOWIE MIDDLE SCHOOL	05/22/26
MONICA NAVIDAD-VERDIN	MUTLI CLASSROOM LEADER	PERMIAN HIGH SCHOOL	05/22/26
EVELYN RAMOS	SPED INC/RES	BOWIE MIDDLE SCHOOL	05/22/26
AMANDA BROWN	SCIENCE	PERMIAN HIGH SCHOOL	05/22/26
SARA M HERNANDEZ	SOCIAL STUDIES	WILSON & YOUNG MIDDLE SCHOOL	05/22/26
PEYTON BURRIS	SCIENCE/COACH	BONHAM MIDDLE SCHOOL	05/22/26
MAJESTY TREJO	MUTLI CLASSROOM LEADER	PERMIAN HIGH SCHOOL	05/22/26
OUMY NDIAYE	FRENCH	PERMIAN HIGH SCHOOL	05/22/26
MARIE ANGELI BUTED	ENGLISH	PERMIAN HIGH SCHOOL	05/22/26
GALILEA HINES	SOCIAL STUDIES	ODESSA HIGH SCHOOL	05/22/26
MARY TUCKER	SOCIAL STUDIES	ECTOR MIDDLE SCHOOL	05/22/26
DAKARI WHITE	PE/COACH	ECTOR MIDDLE SCHOOL	05/22/26
NAYLA CARRASCO	ELAR	WILSON & YOUNG MIDDLE SCHOOL	05/22/26
NATALY SOTELO	SCIENCE	ODESSA COLLEGIATE ACADEMY	05/22/26
PAYTON LANPHIER	MATH	BONHAM MIDDLE SCHOOL	05/22/26
JUDITH DELEON	SCIENCE	ODESSA HIGH SCHOOL	05/22/26
DAKOTA AGUIANO	ENGLISH	PERMIAN HIGH SCHOOL	05/22/26
WARNER DEL RIO BOLANOS	SPANISH	BONHAM MIDDLE SCHOOL	05/22/26
RENE GUTIERREZ	ADVID TEACHER	CROCKETT MIDDLE SCHOOL	05/22/26
SERGIO VILLALOBOS	SCIENCE	CROCKETT MIDDLE SCHOOL	05/22/26
JOHN MAULDIN	SPED ED/ COACH	ODESSA HIGH SCHOOL	05/22/26
LAURA BOX	SCIENCE	PERMIAN HIGH SCHOOL	05/22/26
HILDA GALINDO	SPANISH	CROCKETT MIDDLE SCHOOL	05/22/26
BRAD REPASS	MATH	WILSON & YOUNG MIDDLE SCHOOL	05/22/26
JENILLE SHAKES	MATH	WILSON & YOUNG MIDDLE SCHOOL	05/22/26
CYNTHIA NG	ENGLISH	ODESSA HIGH SCHOOL	05/22/26
GLADSTONE GREYSON	BUISNESS EDUCATION	ODESSA HIGH SCHOOL	05/22/26
MARTIN CARLSON	SPED SC	WILSON & YOUNG MIDDLE SCHOOL	05/22/26
BRENDA ZUBIATE	SPANISH	PERMIAN HIGH SCHOOL	05/22/26
JAMES BRUCE	BUISNESS/COACH	PERMIAN HIGH SCHOOL	05/22/26
BILLY HORTON	ENGLISH	ODESSA HIGH SCHOOL	05/22/26

FLOR LEYVA	BAND DIR ASST	ECTOR MIDDLE SCHOOL	05/22/26
JANET L WEYANT	DPT HD/MATH	ODESSA HIGH SCHOOL	05/22/26
RHONDA SPIKES	HEALTH SCIENCE TECH	ALTERNATIVE TECHNICAL CENTER	05/22/26
ALEXANDRA DAY	MULTI ANIMATION INST	ODESSA HIGH SCHOOL	05/22/26
RYLAN DAY	AUTO MECHANICS	ADVANCED TECHNICAL CENTER	05/22/26
KALEIGH MARTIN	SOCIAL STUDIES	NIMITZ MIDDLE SCHOOL	05/22/26
SEMA'J DAVIS	PE/COACH	WILSON & YOUNG MIDDLE SCHOOL	05/22/26
AUSTIN FULLMER	MATH	PERMIAN HIGH SCHOOL	05/22/26
JACKSON VINES	MATH/COACH	PERMIAN HIGH SCHOOL	05/22/26
SOPHIA BRUCE	PE/COACH	WILSON & YOUNG MIDDLE SCHOOL	05/22/26
SHELBY ESTEP	SOCIAL STUDIES	ODESSA HIGH SCHOOL	05/22/26
PABLO REYES	MATH	NIMITZ MIDDLE SCHOOL	05/22/26
AMORA GREEN	DANCE	ECTOR MIDDLE SCHOOL	05/22/26
MARCUS GREEN	SOCIAL STUDIES/COACH	PERMIAN HIGH SCHOOL	05/22/26
CHARMAINE WILLIAMS	SOCIAL STUDIES	PERMIAN HIGH SCHOOL	05/22/26
ZACHARY RAINEY	SOCIAL STUDIES	ODESSA HIGH SCHOOL	05/22/26
JOSHUA PAYAN	MATH	ODESSA COLLEGIATE ACADEMY	05/22/26
JOSE TREJO FUENTES	MATH	PERMIAN HIGH SCHOOL	05/22/26
JAMES HOLDER	ELAR	BONHAM MIDDLE SCHOOL	05/22/26
BENJAMIN OKYERE	MATH	ODESSA HIGH SCHOOL	05/22/26
THREENA OLIVAS	SCIENCE	ODESSA HIGH SCHOOL	05/22/26
BERTHA OLIVAS	SPED INC/RES	PERMIAN HIGH SCHOOL	05/22/26
LETICIA COVARRUBIAS	SPANISH	ALTERNATIVE EDUCATION CENTER	05/22/26
JORGE GONZALES	CHOIR DIRECTOR MS	ECTOR MIDDLE SCHOOL	05/22/26
DANIEL LUNA	AUTO TECH	ADVANCED TECHNICAL CENTER	05/22/26
REGINA CHABARRIA	DEPT HD/ENGLISH	ODESSA HIGH SCHOOL	05/22/26
DA'NIEL CHABARRIA	MULTI CLASSROOM LEADER	BOWIE MIDDLE SCHOOL	05/22/26
SAMUEL SINGLETON	PE/COACH	CROCKETT MIDDLE SCHOOL	05/22/26
JARRYD GARZA	MATH/COACH	PERMIAN HIGH SCHOOL	05/22/26
CARLOS RABANEDA TRAVE	MULTI CLASSROOM LEADER	BONHAM MIDDLE SCHOOL	05/22/26
CHRISTOPHER MINEO	PE/COACH	PERMIAN HIGH SCHOOL	05/22/26
DRU SMITH	BUISNESS EDUCATION/COACH	ODESSA HIGH SCHOOL	05/22/26
PATRICK MOSELEY	DPT HD/MATH	PERMIAN HIGH SCHOOL	05/22/26
ROSE LOZANO	SPANISH	CROCKETT MIDDLE SCHOOL	05/22/26
CASSANDRA AGUILAR	MATH	WILSON & YOUNG MIDDLE SCHOOL	05/22/26
ANDRES CAMARAGO VARGAS	ENGLISH	ODESSA HIGH SCHOOL	05/22/26
ANYELINE HERNANDEZ GARCIA	SPANISH	CROCKETT MIDDLE SCHOOL	05/22/26
SHAWN LUNSFORD	BUISNESS EDUCATION	ODESSA HIGH SCHOOL	05/22/26
ROCHELLE MANALASTAS	SCIENCE	ODESSA HIGH SCHOOL	05/22/26
ANTONIO ARANDA	ROBOTICS	ECTOR MIDDLE SCHOOL	05/22/26
AMAVILIA GALINDO	SOCIAL STUDIES	CROCKETT MIDDLE SCHOOL	05/22/26
CASSIDY REDDELL	SCIENCE	PERMIAN HIGH SCHOOL	05/22/26
JOSEPH BYRD	PE/COACH	NIMITZ MIDDLE SCHOOL	05/22/26
EMILY HINDS	ENGLISH	PERMIAN HIGH SCHOOL	05/22/26
ALMA JASSO	SOCIAL STUDIES	NIMITZ MIDDLE SCHOOL	05/01/26
MACYN ROMERO	SPED INC/RES	ALTERNATIVE EDUCATION CENTER	05/19/26

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
MAUREEN PINKSTAFF	SPECIALIST, CAMPUS MATH	ECTOR MIDDLE SCHOOL	05/22/26
DAVID MUNGER	SAS COUNSELOR	OHS	05/22/26
KIMBERLY GOODEN	GUIDANCE APPRENTICE	SAN JACINTO	05/28/26
RITA CROUCH	COUNSELOR	MILAM	05/28/26