Marble Falls ISD
has an unyielding commitment to love every child and inspire them to achieve their fullest potential.



Marble Falls ISD
Regular Meeting

Monday, June 17, 2019
6:00 PM

AGENDA OF REGULAR MEETING
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
MONDAY, JUNE 17, 2019 – 6:00 PM
Marble Falls ISD Central Office Community Room

Notice is hereby given that on June 17, 2019, the Board of Trustees of the Marble Falls Independent School District will hold a Regular meeting at 6:00 PM, at the Marble Falls ISD Central Office Community Room, 1800 Colt Circle, Marble Falls, TX 78654.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting notice.

1. Call to Order
   Presenter: Kevin Naumann, President
2. Roll Call
   Presenter: Kevin Naumann, President
3. Invocation
   Presenter: Kevin Virdell
4. Pledge to the Flags
   Presenter: Gary Boshears
5. Vision Statement
   Presenter: Larry Berkman
6. Special Recognition
   A. Lakeside Children's Dentistry - Smart Smiles
   B. Eagle Scouts
7. Citizen Comments
8. Information Items
   A. General Fund Summary 4
   B. Expenditure Report 8
   C. 2019-20 School Board Meeting Dates 24
9. Presentation/Discussion Items and Possible Action
   A. Budget Update 25
      Presenter: Melissa Lafferty
   B. 2019 Employee Compensation Plan 40
      Presenter: Dr. Jeff Gasaway
   C. Progress Monitoring Software 41
      Presenter: Leslie Baty
   D. Rank Proposals in Response to the Request for Competitive Sealed Proposals, Parking and Drives - Package 1A Project, including action on Alternates 1-3. 52
      Presenter: Dr. Chris Allen
   E. Proposed Construction Contract for the Parking and Drives – Package 1A Project 53
      Presenter: Dr. Chris Allen
   F. CSP Bond Package 1- B Process 167
      Presenter: Dr. Chris Allen

G. Long Range Facilities Plan 171
Presenter: Dr. Chris Allen

H. Approval of Geotechnical Engineering Services 173
Presenter: Dr. Jeff Gasaway

I. HVAC and LED Project Contract - Phase 2 174
Presenter: Dr. Jeff Gasaway

J. 2019-2020 Student Handbook and Extracurricular Handbook 220
Presenter: Dr. Jeff Gasaway

10. Consider and Possible Approval of Action
    A. Consent
        1. Minutes from Special Called Meeting held on June 3, 2019 329
        2. Resolutions for the Sale of Properties Acquired by the Burnet CAD 331
    B. Minutes from Regular Board Meeting held on May 20, 2019 360
    C. Medicaid Billing & SHARS Services Contract 365
    Presenter: Melissa Lafferty
11. Upcoming Meetings and Board Training Opportunities
    A. Monday, June 24, 2019 - Special Board Meeting
    B. Monday, July 15, 2019 - Regular Board Meeting
12. Executive Session
    A. Discussion of Professional Personnel (TX Govt. Code 551.074)
13. Reconvene from Executive Session
14. Discussion and Possible Approval of Action Arising from Executive Session
    A. Possible Approval of Professional Personnel
15. Adjourn

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

FOR THE BOARD OF TRUSTEES
MARBLE FALLS INDEPENDENT SCHOOL

_____
Dr. Chris Allen, Superintendent of Schools

Marble Falls ISD

Statement of Revenues and Expenditures - General Fund

As of May 31, 2019

92%	Of Fiscal Year	CURRENT YEAR YTD				May
REVENUES		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	ACTIVITY
5710	LOCAL TAX REVENUES	$ 41,543,823	$ 40,777,443	$ 766,380	98.16%	$ 372,698
57XX	OTHER LOCAL REVENUES	$ 730,174	$ 851,495	$ (121,321)	116.62%	$ 90,021
58XX	STATE PROG. REVENUES	$ 5,560,702	$ 4,292,364	$ 1,268,338	77.19%	$ 292,891
5900	FEDERAL REVENUE	$ 710,000	$ 845,714	$ (135,714)	119.11%	$ 51,756
	TOTAL REVENUE	$ 48,544,699	$ 46,767,016	$ 1,777,683	96.34%	$ 807,366
EXPENDITURES						
11	INSTRUCTION	$ 21,651,902	$ 16,420,184	$ 5,231,718	75.84%	$ 1,850,480
12	LIBRARY	$ 431,178	$ 323,790	$ 107,388	75.09%	$ 34,363
13	STAFF DEVELOPMENT	$ 343,373	$ 322,621	$ 20,752	93.96%	$ 28,876
21	INST ADMINISTRATION	$ 1,027,866	$ 819,375	$ 208,491	79.72%	$ 78,547
23	SCHOOL ADMINISTRATION	$ 2,575,018	$ 2,127,787	$ 447,231	82.63%	$ 209,230
31	GUID AND COUNSELING	$ 1,269,851	$ 1,022,899	$ 246,952	80.55%	$ 101,668
32	SOCIAL WORK SERVICES	$ 62,120	$ 46,866	$ 15,254	75.44%	$ 4,263
33	HEALTH SERVICES	$ 400,666	$ 293,033	$ 107,633	73.14%	$ 33,152
34	PUPIL TRANSP - REGULAR	$ 1,737,842	$ 1,501,325	$ 236,517	86.39%	$ 143,476
36	CO-CURRICULAR ACT	$ 1,751,931	$ 1,460,042	$ 291,889	83.34%	$ 171,080
41	GEN ADMINISTRATION	$ 1,557,149	$ 1,430,755	$ 126,394	91.88%	$ 129,801
51	PLANT MAINT & OPERATION	$ 4,787,611	$ 4,286,484	$ 501,127	89.53%	$ 391,965
52	SECURITY & MONITORING	$ 153,426	$ 72,307	$ 81,119	47.13%	$ 6,101
53	DATA PROCESSING	$ 2,070,273	$ 1,955,642	$ 114,631	94.46%	$ 91,501
61	COMMUNITY SERVICES	$ 56,337	$ 42,075	$ 14,262	74.68%	$ 5,426
71	DEBT SERVICE	$ 523,519	$ 469,913	$ 53,606	89.76%	$ -
81	FACILITIES ACQ & CONST	$ -	$ -	$ -	0.00%	$ -
91	STUDENT ATTENDANCE CR	$ 7,573,263	$ 4,350,535	$ 3,222,728	57.45%	$ 1,089,434
99	PURCHASES & CONT SRVS	$ 755,500	$ 548,434	$ 207,066	72.59%	$ -
	TOTAL EXPENDITURES	$ 48,728,825	$ 37,494,067	$ 11,234,758	76.94%	$ 4,369,363
7000	Other Sources	$ 740,700	$ 740,700			$ -
8000	Other Uses	$ 1,800,000	$ 1,264,706			$ 32,922
		Budget	**Actual**			**Month Actual**
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	**$ (1,243,426)**	$ 8,748,943	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ (3,594,919)
3000	BEG FUND BAL 07/01/18	$ 13,121,458				
	BUDGETED FUND BALANCE	**$ (1,243,426)**				
3000	END FUND BAL 06/30/19	$ 11,878,032	Unaudited			

Marble Falls ISD

Statement of Revenues and Expenditures - Food Service

As of May 31, 2019

92%	Of Fiscal Year	CURRENT YEAR YTD				May
REVENUES		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	ACTIVITY
57XX	LOCAL REVENUES	$ 663,834	$ 650,192	$ 13,642	97.94%	$ 59,748
58XX	STATE PROG. REVENUES	$ 12,000	$ 12,006	$ (6)	100.05%	$ -
59xx	FEDERAL REVENUE	$ 1,762,748	$ 1,448,515	$ 314,233	82.17%	$ 205,079
	TOTAL REVENUE	$ 2,438,582	$ 2,110,713	$ 327,869	86.55%	$ 264,827
EXPENDITURES						
61	PAYROLL COST	$ 1,004,751	$ 951,002	$ 53,749	94.65%	$ 92,885
62	PURCHASE & CONTRACTED	$ 82,555	$ 62,401	$ 20,154	75.59%	$ 5,902
63	SUPPLIES AND MATERIALS	$ 1,335,076	$ 1,048,407	$ 286,669	78.53%	$ 182,912
64	OTHER OPERATING EXP	$ 16,200	$ 11,051	$ 5,149	68.22%	$ 1,100
66	CPTL OUTLAY	$ -	$ -	$ -	0.00%	$ -
	TOTAL EXPENDITURES	$ 2,438,582	$ 2,072,861	$ 365,721	85.00%	$ 282,799
7000	Other Sources		$ -			$ -
8000	Other Uses		$ -			$ -
		Budget	**Actual**			**Month Actual**
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ -	$ 37,852	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ (17,972)
3000	BEG FUND BAL 07/01/18	$ 524,289				
	BUDGETED FUND BALANCE					
3000	END FUND BAL 06/30/19	$ 524,289	Unaudited			

Marble Falls ISD
Statement of Revenues and Expenditures - Debt Service
As of May 31, 2019

92%	Of Fiscal Year	CURRENT YEAR YTD				May
REVENUES		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	ACTIVITY
57XX	LOCAL TAX REVENUES	$ 8,542,609	$ 8,509,175	$ 33,434	99.61%	$ 100,223
58XX	STATE PROG. REVENUES	$ 109,801	$ 109,800	$ 1	100.00%	$ -
59xx	FEDERAL REVENUE	$ -	$ -	$ -	0.00%	$ -
	TOTAL REVENUE	$ 8,652,410	$ 8,618,975	$ 33,435	99.61%	$ 100,223
EXPENDITURES						
65	DEBT SERVICE	$ 7,083,300	$ 7,077,050	$ 6,250	99.91%	$ 750
	TOTAL EXPENDITURES	$ 7,083,300	$ 7,077,050	$ 6,250	99.91%	$ 750
7000	Other Sources		$ -			$ -
8000	Other Uses		$ -			$ -
		Budget	**Actual**			**Month Actual**
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ 1,569,110	$ 1,541,925	EXCESS (DEFICIENCY) OF REVENUES OVER 0		$ 99,473
3000	BEG FUND BAL 07/01/18	$ 9,348,245	0			
	BUDGETED FUND BALANCE					
3000	END FUND BAL 06/30/19	$ 10,917,355	Unaudited			

Marble Falls ISD
Statement of Revenues and Expenditures - General Fund
As of May 31, 2019
(Expenditures include estimated payroll accruals)

92%	Of Fiscal Year		CURRENT YEAR YTD			
REVENUES		**BUDGET**	**YTD ACTIVITY**	**BALANCE**	**% OF BUDGET**
5710	LOCAL TAX REVENUES	$ 41,543,823	$ 40,777,443	$ 766,380	98.16%
57XX	OTHER LOCAL REVENUES	$ 730,174	$ 851,495	$ (121,321)	116.62%
58XX	STATE PROG. REVENUES	$ 5,560,702	$ 4,292,364	$ 1,268,338	77.19%
5900	FEDERAL REVENUE	$ 710,000	$ 845,714	$ (135,714)	119.11%
	TOTAL REVENUE	**$ 48,544,699**	**$ 46,767,016**	**$ 1,777,683**	**96.34%**
EXPENDITURES					
11,12	CAMPUS INSTRUCTION				
	Payroll	$ 21,052,112	$ 18,880,014	$ 2,172,098	89.68%
	Supply Budget	$ 1,030,968	$ 704,933	$ 326,035	68.38%
13	STAFF DEVELOPMENT				
	Payroll	$ 108,234	$ 143,548	$ (35,314)	132.63%
	Supply Budget	$ 235,139	$ 179,073	$ 56,066	76.16%
21,23	CAMPUS INSTRUCTION ADMINISTRATION				
	Payroll	$ 3,358,494	$ 2,937,790	$ 420,704	87.47%
	Supply Budget	$ 244,390	$ 180,540	$ 63,850	73.87%
31,32,33,	COUNSELING & HEALTH SVCS				
	Payroll	$ 1,609,961	$ 1,478,810	$ 131,151	91.85%
	Supply Budget	$ 122,676	$ 60,115	$ 62,561	49.00%
34	TRANSPORTATION				
	Payroll	$ 1,415,212	$ 1,272,640	$ 142,572	89.93%
	Supply Budget	$ 322,630	$ 228,685	$ 93,945	70.88%
36	EXTRA CURRICULAR				
	Payroll	$ 1,053,458	$ 895,299	$ 158,159	84.99%
	Supply Budget	$ 698,473	$ 564,744	$ 133,729	80.85%
41	CENTRAL OFFICE				
	Payroll	$ 1,179,294	$ 1,118,236	$ 61,058	94.82%
	Supply Budget	$ 377,855	$ 312,520	$ 65,335	82.71%
51	MAINTENANCE				
	Payroll	$ 2,572,351	$ 2,499,756	$ 72,595	97.18%
	Supply Budget	$ 2,215,260	$ 1,786,727	$ 428,533	80.66%
52,53,61	TECHNOLOGY & SECURITY				
	Payroll	$ 741,614	$ 675,593	$ 66,021	91.10%
	Supply Budget	$ 1,538,422	$ 1,394,431	$ 143,991	90.64%
71	DEBT SERVICE - LEASES	$ 523,519	$ 469,913	$ 53,606	89.76%
81	CAPITAL OUTLAY	$ -	$ -	$ -	#DIV/0!
91	RECAPTURE	$ 7,573,263	$ 4,350,535	$ 3,222,728	57.45%
99	APPRAISAL DISTRICT FEES	$ 755,500	$ 548,434	$ 207,066	72.59%
	TOTAL EXPENDITURES	**$ 48,728,825**	**$ 40,682,336**	**$ 8,046,489**	**83.49%**
7000	OTHER SOURCES	$ 740,700	$ 740,700	$ -	
8000	OTHER USES	$ 1,800,000	$ 1,264,706	$ 535,294	
1200	EXCESS (DEFICIENCY) OF REVENUES TO EXPENDITURES	**$ (1,243,426)**	**$ 5,560,674**		
3000	**BEG FUND BAL 07/01/18**	**$ 13,121,458**			
	BUDGETED FUND BALANCE	**$ (1,243,426)**			
3000	**END FUND BAL 06/30/19**	**$ 11,878,032**	Unaudited		
	3 months Operating	**$ 12,182,206**			

Marble Falls Independent School District

Financial Report

June 17, 2019

Check Payment Fund Summary

Expenditure to Budget Report

Check Payment Fund Summary

For Bills Paid

May 1 – May 31, 2019

F U N D S U M M A R Y

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
180	COMPUTER REPAIR	0.00	0.00	35.05	35.05
199	GENERAL FUND	73,238.61	125.44	493,261.11	566,625.16
211	TITLE I PART A, BASIC PROGRAMS	0.00	0.00	6,504.95	6,504.95
224	IDEA PART B FORMULA	0.00	0.00	17,925.40	17,925.40
226	IDEA PART B DISCRETIONARY	0.00	0.00	5,320.20	5,320.20
240	FOOD SERVICE	0.00	31.10	184,966.07	184,997.17
244	VOC. ED.-BASIC GRANT	0.00	0.00	10,835.22	10,835.22
270	TITLE VI, PART B	0.00	0.00	0.00	0.00
287	STOP SCHOOL VIOLENCE	0.00	0.00	695.00	695.00
289	FEDERAL SPECIAL REVENUE FUND	0.00	0.00	13,553.00	13,553.00
410	INSTRUCTIONAL MATERIALS ALLOTM	0.00	0.00	14,400.00	14,400.00
499	FOUNDATION GRANTS	0.00	0.00	2,775.10	2,775.10
821	DESIGNATED GIFTS & BEQUESTS FD	0.00	0.00	500.00	500.00
*** Fund Summary Totals ***		73,238.61	156.54	750,771.10	824,166.25

********** End of report **********

Expenditure to Budget Report

June 17, 2019

General Operating Fund

Food Service Fund

Capital Projects

	Obj	Obj	2018-19 ESTIMATED REVENUE	May 2018-19 MTHLY ACTIVITY	2018-19 Activity	REVENUE BALANCE	PERCENT REALIZED	2018-19 YTD %
199		GENERAL FUND						
5700		REVENUE-LOCAL & INTERMED						
	571-	LOCAL REAL-PROPERTY TAXES	41,543,823.00	372,698.40	40,777,442.93	766,380.07	98.16	98.16
	573-	TUITION & FEES FROM PATRONS	75,000.00	16,920.64	106,919.23	-31,919.23	145.32	142.56
	574-	TRANS FROM WITHIN STATE	545,174.05	68,253.54	637,333.05	-92,159.00	119.05	116.90
	575-	ENTERPRISING ACTIVITIES	110,000.00	4,847.09	107,242.28	2,757.72	97.49	97.49
	57--	REVENUE-LOCAL & INTERMED	42,273,997.05	462,719.67	41,628,937.49	645,059.56	98.51	98.47
5800		STATE PROGRAM REVENUES						
	581-	PER CAPITA-FOUNDATION REV	3,683,263.00	137,732.00	2,618,154.00	1,065,109.00	71.08	71.08
	582-	STATE REVENUE DISTRBTD BY TEA	5,000.00	0.00	0.00	5,000.00	0.00	0.00
	583-	TRS ON BEHALF BENEFIT	1,872,439.00	155,158.93	1,674,209.75	198,229.25	89.41	89.41
	58--	STATE PROGRAM REVENUES	5,560,702.00	292,890.93	4,292,363.75	1,268,338.25	77.19	77.19
5900		FEDERAL PROGRAM REVENUES						
	591-	FEDERALLY DIST REVENUES	40,000.00	14,542.00	111,181.26	-71,181.26	277.95	277.95
	592-		50,000.00	0.00	87,467.41	-37,467.41	174.93	174.93
	593-	VOC ED NON FOUNDATION	620,000.00	37,213.80	647,065.90	-27,065.90	144.70	104.37
	59--	FEDERAL PROGRAM REVENUES	710,000.00	51,755.80	845,714.57	-135,714.57	154.34	119.11
7900		OTHER RESOURCES						
	791-		740,700.00	0.00	740,700.00	0.00	100.00	100.00
	79--	OTHER RESOURCES	740,700.00	0.00	740,700.00	0.00	100.00	100.00
	----	GENERAL FUND	49,285,399.05	807,366.40	47,507,715.81	1,777,683.24	96.93	96.39

	Obj	Obj	2018-19 ESTIMATED REVENUE	May 2018-19 MTHLY ACTIVITY	2018-19 Activity	REVENUE BALANCE	PERCENT REALIZED	2018-19 YTD %
240		FOOD SERVICE						
5700		REVENUE-LOCAL & INTERMED						
	574-	TRANS FROM WITHIN STATE	1,850.00	44.23	727.11	1,122.89	39.30	39.30
	575-	ENTERPRISING ACTIVITIES	661,984.00	59,703.54	649,464.67	12,519.33	98.11	98.11
	57--	REVENUE-LOCAL & INTERMED	663,834.00	59,747.77	650,191.78	13,642.22	97.94	97.94
5800		STATE PROGRAM REVENUES						
	582-	STATE REVENUE DISTRBTD BY TEA	12,000.00	0.00	12,005.68	-5.68	100.05	100.05
	58--	STATE PROGRAM REVENUES	12,000.00	0.00	12,005.68	-5.68	100.05	100.05
5900		FEDERAL PROGRAM REVENUES						
	592-		1,762,748.00	205,079.09	1,448,515.72	314,232.28	82.17	82.17
	59--	FEDERAL PROGRAM REVENUES	1,762,748.00	205,079.09	1,448,515.72	314,232.28	82.17	82.17
	----	FOOD SERVICE	2,438,582.00	264,826.86	2,110,713.18	327,868.82	86.55	86.55

Number of Accounts: 55

********** **End of report** **********

	Obj	Obj	2018-19 ESTIMATED REVENUE	May 2018-19 Monthly Activity	2018-19 Activity	REVENUE BALANCE	2018-19 YTD %
199		GENERAL FUND					
	5---	REVENUE	48,544,699.05	807,366.40	46,767,015.81	1,777,683.24	96.34
	7---	OTHER RESOURCES	740,700.00	0.00	740,700.00	0.00	100.00
	----	GENERAL FUND	49,285,399.05	807,366.40	47,507,715.81	1,777,683.24	96.39
240		FOOD SERVICE					
	5---	REVENUE	2,438,582.00	264,826.86	2,110,713.18	327,868.82	86.55
	----	FOOD SERVICE	2,438,582.00	264,826.86	2,110,713.18	327,868.82	86.55

Number of Accounts: 55

********** **End of report** **********

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	May 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
00								
	89--	OTHER USES	1,800,000.00	0.00	1,264,705.59	32,922.20	535,294.41	70.26
	----		1,800,000.00	0.00	1,264,705.59	32,922.20	535,294.41	70.26
11		INSTRUCTION						
	61--	PAYROLL COSTS	20,699,439.00	0.00	15,765,058.16	1,718,378.64	4,934,380.84	76.16
	62--	PURCHASE & CONTRACTED SVS	275,042.88	17,433.63	212,519.29	8,407.33	45,089.96	77.27
	63--	SUPPLIES AND MATERIALS	588,754.52	127,949.46	392,362.18	116,445.68	68,442.88	66.64
	64--	OTHER OPERATING EXPENSES	67,665.23	4,447.50	50,244.06	7,248.25	12,973.67	74.25
	66--	CPTL OUTLY LAND BLDG & EQ	21,000.00	0.00	0.00	0.00	21,000.00	0.00
	----	INSTRUCTION	21,651,901.63	149,830.59	16,420,183.69	1,850,479.90	5,081,887.35	75.84
12		INST. RESOURCES & MEDIA SVCS						
	61--	PAYROLL COSTS	352,673.00	0.00	273,981.64	30,751.82	78,691.36	77.69
	62--	PURCHASE & CONTRACTED SVS	34,766.00	502.67	8,180.34	10.35	26,082.99	23.53
	63--	SUPPLIES AND MATERIALS	40,547.52	616.06	38,503.28	3,321.19	1,428.18	94.96
	64--	OTHER OPERATING EXPENSES	3,191.37	0.00	3,124.37	280.00	67.00	97.90
	----	INST. RESOURCES & MEDIA S	431,177.89	1,118.73	323,789.63	34,363.36	106,269.53	75.09
13		CURRICULUM DEV & INST STFF DEV						
	61--	PAYROLL COSTS	108,234.00	0.00	143,548.21	8,735.22	-35,314.21	132.63
	62--	PURCHASE & CONTRACTED SVS	65,868.00	1,250.00	58,019.55	0.00	6,598.45	88.08
	63--	SUPPLIES AND MATERIALS	75,216.84	8,111.72	60,337.05	6,994.99	6,768.07	80.22
	64--	OTHER OPERATING EXPENSES	94,053.76	10,148.11	60,716.24	13,145.69	23,189.41	64.55
	----	CURRICULUM DEV & INST STF	343,372.60	19,509.83	322,621.05	28,875.90	1,241.72	93.96
21		INSTRUCTIONAL LEADERSHIP						
	61--	PAYROLL COSTS	861,570.00	0.00	700,559.77	65,041.87	161,010.23	81.31
	62--	PURCHASE & CONTRACTED SVS	116,709.52	3,715.66	81,160.50	12,410.53	31,833.36	69.54
	63--	SUPPLIES AND MATERIALS	30,087.86	51.31	24,166.50	255.79	5,870.05	80.32

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	May 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
21		INSTRUCTIONAL LEADERSHIP						
	64--	OTHER OPERATING EXPENSES	19,498.43	1,108.23	13,488.23	838.90	4,901.97	69.18
	----	INSTRUCTIONAL LEADERSHIP	1,027,865.81	4,875.20	819,375.00	78,547.09	203,615.61	79.72
23		SCHOOL LEADERSHIP						
	61--	PAYROLL COSTS	2,496,923.00	0.00	2,066,061.94	202,902.02	430,861.06	82.74
	62--	PURCHASE & CONTRACTED SVS	38,846.85	2,984.52	31,692.24	4,693.00	4,170.09	81.58
	63--	SUPPLIES AND MATERIALS	24,442.02	2,236.03	20,369.63	1,158.26	1,836.36	83.34
	64--	OTHER OPERATING EXPENSES	14,805.77	553.72	9,663.06	476.95	4,588.99	65.27
	----	SCHOOL LEADERSHIP	2,575,017.64	5,774.27	2,127,786.87	209,230.23	441,456.50	82.63
31		GUIDANCE & COUNSELING						
	61--	PAYROLL COSTS	1,169,010.00	0.00	969,137.71	99,025.03	199,872.29	82.90
	62--	PURCHASE & CONTRACTED SVS	81,640.00	37,500.00	39,094.00	0.00	5,046.00	47.89
	63--	SUPPLIES AND MATERIALS	9,249.00	146.49	6,007.14	1,562.68	3,095.37	64.95
	64--	OTHER OPERATING EXPENSES	9,952.40	259.85	8,659.82	1,080.52	1,032.73	87.01
	----	GUIDANCE & COUNSELING	1,269,851.40	37,906.34	1,022,898.67	101,668.23	209,046.39	80.55
32		SOCIAL WORK SERVICES						
	61--	PAYROLL COSTS	50,120.00	0.00	46,866.15	4,262.71	3,253.85	93.51
	62--	PURCHASE & CONTRACTED SVS	12,000.00	0.00	0.00	0.00	12,000.00	0.00
	----	SOCIAL WORK SERVICES	62,120.00	0.00	46,866.15	4,262.71	15,253.85	75.44
33		HEALTH SERVICES						
	61--	PAYROLL COSTS	390,832.00	0.00	286,679.18	31,491.47	104,152.82	73.35
	62--	PURCHASE & CONTRACTED SVS	675.00	0.00	0.00	0.00	675.00	0.00
	63--	SUPPLIES AND MATERIALS	8,129.20	614.87	5,574.26	1,660.33	1,940.07	68.57
	64--	OTHER OPERATING EXPENSES	1,030.00	0.00	780.00	0.00	250.00	75.73
	----	HEALTH SERVICES	400,666.20	614.87	293,033.44	33,151.80	107,017.89	73.14

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	May 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
34		PUPIL TRANSPORTATION						
	61--	PAYROLL COSTS	1,415,212.00	0.00	1,272,640.31	125,553.57	142,571.69	89.93
	62--	PURCHASE & CONTRACTED SVS	39,872.63	3,025.40	24,876.25	1,643.76	11,970.98	62.39
	63--	SUPPLIES AND MATERIALS	376,357.37	47,933.53	312,195.36	29,815.05	16,228.48	82.95
	64--	OTHER OPERATING EXPENSES	-93,600.00	1,294.40	-108,386.79	-13,535.93	13,492.39	115.80
	----	PUPIL TRANSPORTATION	1,737,842.00	52,253.33	1,501,325.13	143,476.45	184,263.54	86.39
36		COCURR./EXTRACURR.ACTIVITIES						
	61--	PAYROLL COSTS	1,053,458.00	0.00	895,298.60	96,428.86	158,159.40	84.99
	62--	PURCHASE & CONTRACTED SVS	140,495.16	11,582.84	116,429.86	25,433.76	12,482.46	82.87
	63--	SUPPLIES AND MATERIALS	176,735.16	26,619.33	140,821.77	21,074.15	9,294.06	79.68
	64--	OTHER OPERATING EXPENSES	375,242.19	4,725.70	306,416.29	28,143.24	64,100.20	81.66
	66--	CPTL OUTLY LAND BLDG & EQ	6,000.00	4,869.70	1,075.66	0.00	54.64	17.93
	----	COCURR./EXTRACURR.ACTIVIT	1,751,930.51	47,797.57	1,460,042.18	171,080.01	244,090.76	83.34
41		GENERAL ADMINISTRATION						
	61--	PAYROLL COSTS	1,179,294.00	0.00	1,118,235.65	114,555.65	61,058.35	94.82
	62--	PURCHASE & CONTRACTED SVS	143,157.50	5,618.61	124,657.12	5,155.34	12,881.77	87.08
	63--	SUPPLIES AND MATERIALS	96,730.72	3,227.18	79,230.89	3,253.70	14,272.65	81.91
	64--	OTHER OPERATING EXPENSES	136,466.65	20,888.82	107,615.08	6,836.33	7,962.75	78.86
	66--	CPTL OUTLY LAND BLDG & EQ	1,500.50	0.00	1,016.50	0.00	484.00	67.74
	----	GENERAL ADMINISTRATION	1,557,149.37	29,734.61	1,430,755.24	129,801.02	96,659.52	91.88
51		PLANT MAINTENANCE & OPERATIONS						
	61--	PAYROLL COSTS	2,572,351.00	0.00	2,499,756.30	232,651.81	72,594.70	97.18
	62--	PURCHASE & CONTRACTED SVS	1,509,502.55	60,722.11	1,169,872.85	124,955.32	278,907.59	77.50
	63--	SUPPLIES AND MATERIALS	437,557.38	33,087.96	371,836.80	34,056.84	32,632.62	84.98
	64--	OTHER OPERATING EXPENSES	184,699.12	491.00	179,756.72	300.71	4,451.40	97.32
	66--	CPTL OUTLY LAND BLDG & EQ	83,500.95	18,240.08	65,260.87	0.00	0.00	78.16
	----	PLANT MAINTENANCE & OPERA	4,787,611.00	112,541.15	4,286,483.54	391,964.68	388,586.31	89.53

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	May 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
52		SECURITY & MONITORING SERVICES						
	61--	PAYROLL COSTS	72,177.00	0.00	63,706.14	6,100.70	8,470.86	88.26
	62--	PURCHASE & CONTRACTED SVS	78,749.00	6,123.47	6,916.48	0.00	65,709.05	8.78
	63--	SUPPLIES AND MATERIALS	2,500.00	283.61	1,684.76	0.00	531.63	67.39
	----	SECURITY & MONITORING SER	153,426.00	6,407.08	72,307.38	6,100.70	74,711.54	47.13
53		DATA PROCESSING SERVICES						
	61--	PAYROLL COSTS	613,700.00	0.00	570,234.55	49,923.69	43,465.45	92.92
	62--	PURCHASE & CONTRACTED SVS	226,785.20	4,663.43	219,383.48	5,054.11	2,738.29	96.74
	63--	SUPPLIES AND MATERIALS	453,342.64	45,412.74	391,792.89	36,262.13	16,137.01	86.42
	64--	OTHER OPERATING EXPENSES	35,745.02	405.00	33,530.62	261.29	1,809.40	93.81
	66--	CPTL OUTLY LAND BLDG & EQ	740,700.00	0.00	740,700.00	0.00	0.00	100.00
	----	DATA PROCESSING SERVICES	2,070,272.86	50,481.17	1,955,641.54	91,501.22	64,150.15	94.46
61		COMMUNITY SERVICES						
	61--	PAYROLL COSTS	55,737.00	0.00	41,652.40	5,426.17	14,084.60	74.73
	64--	OTHER OPERATING EXPENSES	600.00	0.00	422.64	0.00	177.36	70.44
	----	COMMUNITY SERVICES	56,337.00	0.00	42,075.04	5,426.17	14,261.96	74.68
71		DEBT SERVICES						
	65--	DEBT SERVICE	523,519.70	0.00	469,913.31	0.00	53,606.39	89.76
	----	DEBT SERVICES	523,519.70	0.00	469,913.31	0.00	53,606.39	89.76
91		INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	7,573,263.00	0.00	4,350,535.00	1,089,434.00	3,222,728.00	57.45
	----	INTERGOVERNMENTAL CHARGES	7,573,263.00	0.00	4,350,535.00	1,089,434.00	3,222,728.00	57.45

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	May 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
99		OTHR INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	755,500.00	0.00	548,434.43	0.00	207,065.57	72.59
	----	OTHR INTERGOVERNMENTAL CH	755,500.00	0.00	548,434.43	0.00	207,065.57	72.59
	----	GENERAL FUND	50,528,824.61	518,844.74	38,758,772.88	4,402,285.67	11,251,206.99	76.71

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	May 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
240		FOOD SERVICE						
35		FOOD SERVICES						
	61--	PAYROLL COSTS	1,004,751.00	0.00	951,002.13	92,885.13	53,748.87	94.65
	62--	PURCHASE & CONTRACTED SVS	82,555.00	1,739.43	62,401.16	5,902.01	18,414.41	75.59
	63--	SUPPLIES AND MATERIALS	1,335,076.00	87,109.58	1,048,407.20	182,911.64	199,559.22	78.53
	64--	OTHER OPERATING EXPENSES	16,200.00	1,703.26	11,051.06	1,100.30	3,445.68	68.22
	----	FOOD SERVICES	2,438,582.00	90,552.27	2,072,861.55	282,799.08	275,168.18	85.00
	----	FOOD SERVICE	2,438,582.00	90,552.27	2,072,861.55	282,799.08	275,168.18	85.00

Number of Accounts: 2313

********** End of report **********

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	May 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
	6---	EXPENDITURES	48,728,824.61	518,844.74	37,494,067.29	4,369,363.47	10,715,912.58	76.94
	8---	OTHER USES	1,800,000.00	0.00	1,264,705.59	32,922.20	535,294.41	70.26
	----	GENERAL FUND	50,528,824.61	518,844.74	38,758,772.88	4,402,285.67	11,251,206.99	76.71
240		FOOD SERVICE						
	6---	EXPENDITURES	2,438,582.00	90,552.27	2,072,861.55	282,799.08	275,168.18	85.00
	----	FOOD SERVICE	2,438,582.00	90,552.27	2,072,861.55	282,799.08	275,168.18	85.00

Number of Accounts: 2313

********** End of report **********

Fnd T Fn Obj Sb Org F Pr L L2 Fnd					Obj						
Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount
651 R 00 7915 00 000 0 00 0 00 CPF - MAINTENANCE					OPERATING	TRANSFERS IN					
05/03/19	JE		18-00647		2	TRANSPORTATION FACILITY TRANSFER		05/03/19			-1,441.98
05/10/19	JE		18-00662		4	TRANSPORTATION FACILITY TRANSFER		05/10/19			-1,507.72
05/28/19	JE		18-00694		2	TRANSPORTATION FACILITY TRANSFER		05/28/19			-29,972.50
						May					-32,922.20
						*651 R 00 7915 00 000 0 00 0 00					-32,922.20
						*Journal Entries					-32,922.20
651 R 00 79-- -- --- - -- - -- CPF - MAINTENANCE											
651 R 00 ---- -- --- - -- - -- CPF - MAINTENANCE											
651 E 81 6629 42 934 0 99 0 00 CPF - MAINTENANCE					BUILDING	PURCHASE/CONST/IMPRVM					
05/01/19	AP	JS		FERGUSON ENTERPRISES INC, LLC	6001900064	WO#9129-TD RELOCATION-NEW CONST & ELEC	6869728	04/12/19	1789	05/03/19	151.03
05/01/19	AP	JS		FORD & CREW HOME AND HARDWARE	6001900065	WO#9129-TD RELOCATION-NEW CONST & ELEC	A134845	04/11/19	1790	05/03/19	55.89
05/01/19	AP	JS		ELLIOTT ELECTRIC SUPPLY	6001900021	W.O. #9129 - TD SITE RELOCATION ELEC	366182101	04/03/19	1788	05/03/19	22.33
05/01/19	AP	JS		ELLIOTT ELECTRIC SUPPLY	6001900021	W.O. #9129 - TD SITE RELOCATION ELEC	366176001	04/02/19	1788	05/03/19	22.79
05/01/19	AP	JS		ELLIOTT ELECTRIC SUPPLY	6001900021	W.O. #9129 - TD SITE RELOCATION ELEC	366119601	03/28/19	1788	05/03/19	9.03
05/01/19	AP	JS		MOBILE MODULAR MANAGEMENT CORPORATION	6001900016	MT - TD SITE RELOCATION RESTROOMS	1933212	04/20/19	1791	05/03/19	1,164.50
05/01/19	AP	JS		FERGUSON ENTERPRISES INC, LLC	6001900022	WO#9129-NEW TD-CONST/ELECT	6904350	04/23/19	1789	05/03/19	16.41
05/09/19	AP	JS		HOLT ENGINEERING, INC	6001900054	MT-TD RELOCATION-FIELD TESTING	06224184	03/15/19	1792	05/10/19	1,306.62
05/09/19	AP	JS		LOWE'S	6001900062	WO#9129-TD RELOCATION-NEW CONST /ELECT	02863	04/02/19	1793	05/10/19	170.40
05/09/19	AP	JS		LOWE'S	6001900063	WO#9129-TD NEW CONST/ELECT	01127	04/10/19	1793	05/10/19	30.70
05/22/19	AP	JS		NELSON LEWIS INC	6001900066	MT - TD RELOCATION PRK AREAS	10	04/30/19	1799	05/28/19	29,972.50
						May					32,922.20

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
6001900010	2018	W.O. #9129 - TD SITE RELOCATIO	ELLIOTT ELECTRIC SUP	08/29/2018	1,000.00	1,000.00	874.39	0.00	125.61	O
6001900016	2018	MT - TD SITE RELOCATION RESTRO	MOBILE MODULAR MANAG	10/31/2018	31,622.00	31,622.00	22,102.00	0.00	9,520.00	O
6001900021	2018	W.O. #9129 - TD SITE RELOCATIO	ELLIOTT ELECTRIC SUP	11/30/2018	1,000.00	1,000.00	895.11	0.00	104.89	O

* The Year column displays the first year of the fiscal year pair (2019 for 2019-2020).

Fnd T Fn Obj Sb Org F Pr L L2 Fnd Obj

651 E 81 6629 42 934 0 99 0 00 (continued)

Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
6001900022	2018	WO#9129-NEW TD-CONST/ELECT	FERGUSON ENTERPRISES	12/03/2018	1,000.00	1,000.00	510.56	0.00	489.44	O
6001900067	2018	W.O. #9129 - TD ENTRY GATE	AMERICAN FENCE CO	05/15/2019	1,097.00	1,097.00	0.00	0.00	1,097.00	O
6001900069	2018	W.O. #15000 - TD SITE PRK LOT	ELLIOTT ELECTRIC SUP	05/24/2019	29,000.00	29,000.00	0.00	0.00	29,000.00	O
6001900070	2018	TD-PALLET RACKS	GLOBAL EQUIPMENT COM	05/31/2019	1,332.01	1,332.01	0.00	0.00	1,332.01	O
6001900071	2018	MT - TD SITE CITY PERMITS	CITY OF MARBLE FALLS	05/31/2019	209.80	209.80	0.00	0.00	209.80	H
				*Total	66,260.81	66,260.81	24,382.06	0.00	41,878.75	

*651 E 81 6629 42 934 0 99 0 00 32,922.20

*Accounts Payable 32,922.20

---

651 E 81 6629 46 103 0 99 0 00 CPF - MAINTENANCE BUILDING PURCHASE/CONST/IMPRVM

Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount
05/01/19	AP	JS		ELLIOTT ELECTRIC SUPPLY	6001900021	W.O. #9129 - TD SITE RELOCATION ELEC	366182101	04/03/19	1788	05/03/19	0.00
05/01/19	AP	JS		ELLIOTT ELECTRIC SUPPLY	6001900021	W.O. #9129 - TD SITE RELOCATION ELEC	366176001	04/02/19	1788	05/03/19	0.00
05/01/19	AP	JS		ELLIOTT ELECTRIC SUPPLY	6001900021	W.O. #9129 - TD SITE RELOCATION ELEC	366119601	03/28/19	1788	05/03/19	0.00
						May					0.00

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
6001900021	2018	W.O. #9129 - TD SITE RELOCATIO	ELLIOTT ELECTRIC SUP	11/30/2018	0.00	0.00	0.00	0.00	0.00	O
				*Total	0.00	0.00	0.00	0.00	0.00	

*651 E 81 6629 46 103 0 99 0 00 0.00

*Accounts Payable 0.00

651 E 81 66-- -- --- - -- - -- CPF - MAINTENANCE
651 E 81 ---- -- --- - -- - -- CPF - MAINTENANCE
651 - -- ---- -- --- - -- - -- CPF - MAINTENANCE

Total for Accounts Payable 32,922.20
Total for Journal Entries -32,922.20
Grand Total 0.00

Number of Accounts: 3

* The Year column displays the first year of the fiscal year pair (2019 for 2019-2020).

** The report displays only accounts with activity in the date range selected.

********** End of report **********

Proposed Board Meeting Dates:

Marble Falls Independent School District

Instructional Calendar

2019-2020

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

Elementary Start and End Times:	7:45 AM - 3:15 PM
Middle School Start and End Times:	8:10 AM - 3:45 PM
High School Start and End Times:	8:25 AM - 3:50 PM

August 19

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 19

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 19

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 19

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 19

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 20

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 20

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 20

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 20

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 20

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 20

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 20

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

State Assessment Dates

Winter EOC Retest Window	12/9 -12/13	Grade 5 & 8 Math Retest	5/11
Grade 4 & 7 Writing	4/7	Grade 3,4,6,7 Reading	5/12
Grade 5 & 8 Math	4/7	Grade 5 & 8 Reading Retest	5/12
Eng. 1 EOC	4/7	Grade 5 & 8 Science	5/13
Grade 5 & 8 Reading	4/8	Grade 8 Social Studies	5/14
Eng. 2 EOC	4/8	AP Exam Window	5/4 - 5/15
EOC Window	5/4-5/08	STAAR Retest Window	6/22-6/26
Grade 3,4,6,7 Math	5/11	EOC Retest Window	6/22-6/26

New Employee Inservice
Prior to School InService

August 21 - First day of school
May 28 - Last day of school

End of Grading Period

9 wks; 8 wks (80) / 10 wks; 10wks (93)

10/18; 12/20; 3/13; 5/28

Holidays

Sept. 2: Labor Day
Oct. 14: Student / Staff Holiday
Nov. 28 - 29: Thanksgiving
Dec. 23 - Jan. 3: Christmas Break
January 20: Martin Luther King Jr.
Feb. 17:- Student / Staff Holiday
March 16-20: Spring Break
April 10: Good Friday
May 25: Memorial Day

Special Observance (School in Session)

Nov. 11: Veterans Day

Staff Inservice / Student Holiday

October 21: Instructional Planning
January 6: Instructional Planning
March 23: Instructional Planning

Student Early Release / Staff Inservice

December 20: Student Early Release
May 28: Student Early Release

Bad Weather Day / Staff Inservice

May 29: Bad Weather / Staff Inservice

"Comp" Days / Student Holiday

November 25-27: Credit for Prof. Learning

O Regular Mtg.
O Special Called Mtg.

Board Approved 2-19-19

State Assessment Dates Subject to Change - See the MFISD Website for the Most Current Version

LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
June 17, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: June 12, 2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- ( ) Presentation/Discussion Items
- (•) Consideration Items
- ( ) Consent Agenda

Subject:
Approval of 2019-2020 Proposed Budget

Executive Summary:
Discuss and approve the proposed budget for the 2019-2020 fiscal year.

Fiscal Impact:

Cost:
- ( ) Recurring
- (•) One-Time
- ( ) No Fiscal Impact

Funding Source:
- (•) General Fund
- ( ) Grant Funds
- ( ) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year: 2019-2020

Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:
Approve the 2019-2020 proposed budget and call for a public hearing to adopt the proposed budget on June 24, 2019.

Submitted By:
Melissa Lafferty

Board Approval Required: (•) Yes ( ) No

Revised 2.16.16

Marble Falls ISD
General Fund
Revenue and Expenditure Scenarios , June 3 Presentation
(Preliminary Values --- No Salary Increase)

Template 1

		2018-19 Adopted Budget	2018-19 Revised Budget	Current Law 4% 2019-20 Projected Budget	HB3 4% 2019-20 Projected Budget	Difference
Revenue						
5700	Local Revenue	$ 40,194,884	$ 42,022,340	$ 43,887,262	$ 41,412,277	$ (2,474,985)
5800	State Revenue	5,490,102	5,560,702	4,933,526	3,253,339	(1,680,187)
5900	Federal Revenue	620,000	620,000	620,000	620,000	-
	Total Revenues	$ 46,304,986	$ 48,203,042	$ 49,440,788	$ 45,285,616	$ (4,155,172)
Expenditure						
6100	Payroll	$ 32,930,081	$ 33,093,859	$ 33,535,781	$ 33,535,781	$ -
6200	Contracted Services	3,255,536	3,489,563	3,240,297	3,240,297	-
	Recapture	7,592,217	7,863,263	11,045,331	4,613,721	(6,431,610)
6300	General Supplies	1,915,926	2,198,883	2,030,632	2,030,632	-
6400	Other Operating	743,601	856,550	818,680	818,680	-
6500	Debt Service	184,035	523,520	-	-	-
6600	Capital Outlay	100,000	961,529	107,000	107,000	-
	Total Expenditures	$ 46,721,396	$ 48,987,167	$ 50,777,721	$ 44,346,111	$ (6,431,610)
7900	Other Resources	$ -	$ 740,700	$ -	$ -	$ -
8900	Other Uses	-	1,200,000	-	-	-
	TOTAL RESOURCES & USES	$ -	$ (459,300)	$ -	$ -	$ -
	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDITURES & OTHER USES	$ (416,410)	$ (1,243,425)	$ (1,336,933)	$ 939,505	$ 2,276,438
	Beginning Fund Balance, 7/1 (projected)	$ 13,121,458	$ 13,121,458	$ 12,521,458	$ 12,521,458	
	Ending Fund Balance, 6/30	$ 12,705,048	$ 11,878,033	$ 11,184,525	$ 13,460,963	

Assumptions - 4% increase in local property values
- ADA of 3,925
- No pay increase
- No capital lease payments
- Increase utilities $300K

18-19	19-20	6100 Payroll Reconciliation
33,093,859	33,743,394	
364,100		Budget Amend - vacancy factor
	(275,000)	5 contingent positions
33,457,959	33,468,394	

TEACHER COMPENSATION INCREASE
HB 3 REQUIREMENT
TEMPLATE 1

Raise Calculation

	2018-19 Funding BA $5,140	2019-20 Funding BA $6,160	
Local	41,170,165.00	42,527,898.00	
State (FSP only)	1,997,664.00	570,819.00	
Recapture	(7,482,553.00)	(6,418,081.00)	
Funding	35,685,276.00	36,680,636.00	
ADA	3,925	3,925	
Funding/ADA	9,091.79	9,345.38	253.59
			3,925
			$ 995,360.00
			30%
		Required Raise	$ 298,608.00
		75% of required raise	$ 223,956.00
		25% of raise	$ 74,652.00

COMPENSATION INCREASE SCENARIOS

	Scenario		
	1	**2**	**3**
Teachers (6 or more years)	5%	4%	3%
Teachers (5 or less years)	4%	3%	2%
Other Staff	4%	3%	2%
Administrators	2%	2%	2%
Monthly Health Benefit Increase	$25	$35	$40
Approximate Teacher Compensation Increase	$2,800	$2,420	$1,980
Increase to Budget	$1,563,410	$1,343,390	$1,096,121

Marble Falls ISD
General Fund
Revenue and Expenditure Scenarios, June 3 Presentation

(Preliminary Values under HB3)

Template 1

		2019-20 Projected Budget -- No Salary Increase	2019-20 Projected Budget -- 2-3% Salary Increase $40 Benefit	2019-20 Projected Budget -- 3-4% Salary Increase $35 Benefit	2019-20 Projected Budget -- 4-5% Salary Increase $25 Benefit
Revenue					
5700	Local Revenue	$ 41,412,277	$ 41,412,277	$ 41,412,277	$ 41,412,277
5800	State Revenue	3,253,339	3,281,686	3,288,619	3,295,540
5900	Federal Revenue	620,000	620,000	620,000	620,000
	Total Revenues	$ 45,285,616	$ 45,313,963	$ 45,320,896	$ 45,327,817
Expenditure					
6100	Payroll	$ 33,535,781	$ 34,581,011	$ 34,813,449	$ 35,021,290
6200	Contracted Services	3,240,297	3,240,297	3,240,297	3,240,297
	Recapture	4,613,721	4,613,721	4,613,721	4,613,721
6300	General Supplies	2,030,632	2,030,632	2,030,632	2,030,632
6400	Other Operating	818,680	818,680	818,680	818,680
6500	Debt Service	-	-	-	-
6600	Capital Outlay	107,000	107,000	107,000	107,000
	Total Expenditures	$ 44,346,111	$ 45,391,341	$ 45,623,779	$ 45,831,620
7900	Other Resources	$ -	$ -	$ -	$ -
8900	Other Uses	-	-	-	-
	TOTAL RESOURCES & USES	$ -	$ -	$ -	$ -
	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDITURES & OTHER USES	$ 939,505	$ (77,378)	$ (302,884)	$ (503,802)
	Beginning Fund Balance, 7/1	$ 12,521,458	$ 12,521,458	$ 12,521,458	$ 12,521,458
	Ending Fund Balance, 6/30	$ 13,460,963	$ 12,444,080	$ 12,218,574	$ 12,017,656

Assumptions - 4% increase in local property values
- ADA of 3,925
- Increase utilities $300K
- HB3 pay increase (2-3%, 3-4%, 4-5%)
- Increase health benefit $40/$35/$25 per month
- No capital lease payments

Marble Falls ISD
General Fund
Revenue and Expenditure Scenarios
(Preliminary Values --- No Salary Increase)

Template 2

		2018-19 Adopted Budget	2018-19 Revised Budget	Current Law 4% 2019-20 Projected Budget	HB3 4% 2019-20 Projected Budget	Difference
Revenue						
5700	Local Revenue	$ 40,194,884	$ 42,022,340	$ 43,887,262	$ 41,412,277	$ (2,474,985)
5800	State Revenue	5,490,102	5,560,702	4,933,826	3,256,661	(1,677,165)
5900	Federal Revenue	620,000	620,000	620,000	620,000	-
	Total Revenues	$ 46,304,986	$ 48,203,042	$ 49,441,088	$ 45,288,938	$ (4,152,150)
Expenditure						
6100	Payroll	$ 32,930,081	$ 33,093,859	$ 33,535,781	$ 33,535,781	$ -
6200	Contracted Services	3,255,536	3,489,563	3,238,297	3,238,297	-
	Recapture	7,592,217	7,863,263	11,045,331	3,308,738	(7,736,593)
6300	General Supplies	1,915,926	2,198,883	2,032,632	2,032,632	-
6400	Other Operating	743,601	856,550	818,680	818,680	-
6500	Debt Service	184,035	523,520	-	-	-
6600	Capital Outlay	100,000	961,529	107,000	107,000	-
	Total Expenditures	$ 46,721,396	$ 48,987,167	$ 50,777,721	$ 43,041,128	$ (7,736,593)
7900	Other Resources	$ -	$ 740,700	$ -	$ -	$ -
8900	Other Uses	-	1,200,000	-	-	-
	TOTAL RESOURCES & USES	$ -	$ (459,300)	$ -	$ -	$ -
	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDITURES & OTHER USES	$ (416,410)	$ (1,243,425)	$ (1,336,633)	$ 2,247,810	$ 3,584,443
	Beginning Fund Balance, 7/1 (projected)	$ 13,121,458	$ 13,121,458	$ 12,521,458	$ 12,521,458	
	Ending Fund Balance, 6/30	$ 12,705,048	$ 11,878,033	$ 11,184,825	$ 14,769,268	

Assumptions - 4% increase in local property values
- ADA of 3,925
- No pay increase
- No capital lease payments
- Increase utilities $300K

18-19	19-20	6100 Payroll Reconciliation
33,093,859	33,743,394	
364,100		Budget Amend - vacancy factor
	(275,000)	5 contingent positions
33,457,959	33,468,394	

TEACHER COMPENSATION INCREASE
HB 3 REQUIREMENT
TEMPLATE 2

Raise Calculation

	2018-19 Funding BA $5,140	2019-20 Funding BA $6,160		
Local	41,170,165.00	42,527,898.00		
State (FSP only)	1,997,664.00	570,819.00		
Recapture	(7,482,553.00)	(5,119,059.00)		
Funding	35,685,276.00	37,979,658.00		
ADA	3,925	3,925		
Funding/ADA	9,091.79	9,676.35		584.56
				3,925
				$ 2,294,382.00
				30%
		Required Raise	$	688,314.60
		75% of required raise	$	516,235.95
		25% of raise	$	172,078.65

PROPOSED COMPENSATION INCREASE SCENARIO

	Scenario
Teachers (6 or more years)	4%
Teachers (5 or less years)	3%
Other Staff	3%
Administrators	3%
Monthly Health Benefit Increase	$35
Approximate Teacher Compensation Increase	$2,420
Increase to Budget	$1,403,390

Marble Falls ISD
General Fund
Revenue and Expenditure Scenarios

Template 2
2019-20
Projected Budget
2-3-4% Salary
$35 Benefit Increase

Revenue			
5700	Local Revenue	$	41,412,277
5800	State Revenue		3,291,941
5900	Federal Revenue		620,000
	Total Revenues	$	45,324,218
Expenditure			
6100	Payroll	$	34,813,449
6200	Contracted Services		3,238,297
	Recapture		3,308,738
6300	General Supplies		2,032,632
6400	Other Operating		818,680
6500	Debt Service		-
6600	Capital Outlay		107,000
	Total Expenditures	$	44,318,796
7900	Other Resources	$	-
8900	Other Uses		-
	TOTAL RESOURCES & USES	$	-
	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDITURES & OTHER USES	$	1,005,421
	Beginning Fund Balance, 7/1	$	12,521,458
	Ending Fund Balance, 6/30	$	13,526,879

Assumptions - 4% increase in local property values
- ADA of 3,925
- Increase utilities $300K
-HB3 pay increase (2-3%, 3-4%, 4-5%)
- Increase health benefit $40/$35/$25 per month
- No capital lease payments

Marble Falls ISD
General Fund
Revenue and Expenditure Scenario
Template 2

			2019-20 Proposed Budget
Revenue			
5700	Local Revenue	$	41,412,277
5800	State Revenue		3,291,941
5900	Federal Revenue		620,000
	Total Revenues	$	45,324,218
Expenditure			
6100	Payroll	$	34,873,449
6200	Contracted Services		3,238,297
	Recapture		4,008,738
6300	General Supplies		2,032,632
6400	Other Operating		818,680
6500	Debt Service		-
6600	Capital Outlay		107,000
	Total Expenditures	$	45,078,796
7900	Other Resources	$	-
8900	Other Uses		-
	TOTAL RESOURCES & USES	$	-
	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDITURES & OTHER USES	$	245,422
	Beginning Fund Balance, 7/1 (projected)	$	12,521,458
	Ending Fund Balance, 6/30	$	12,766,880

Assumptions - 4.07% increase in preliminary property values
- ADA of 3,925
- Compensation Increase --- 4% - Teachers > 5 years;
--- 3% - All other staff, including Administrators
- Increase health benefit $35 per month
- No capital lease payments
- Increase utilities $300K

BUDGETING EMPHASIS:

4% -3% Pay increase

$35 Monthly Health Benefit Increase

Social Emotional Learning Program

Career & Technology

Athletics - Equity and Alignment

STEAM Academy

M&O Rate Decrease from $1.0533 to $.9833

I&S Rate $.2153

Public Notice for Budget Adoption - $1.0533 w/ Disclaimer

Balanced Budget

Conservative Approach in Additional Funding

Marble Falls ISD
Food Service
Revenue and Expenditure Scenarios

		2018-19 Adopted Budget	2018-19 Revised Budget	2018-19 Projected Year End	2019-20 Budget Projection
Revenue					
5700	Local Revenue	$ 663,834	$ 663,834	$ 650,343	$ 718,549
5800	State Revenue	12,000	12,000	12,006	12,000
5900	Federal Revenue	1,762,748	1,762,748	1,780,564	1,850,065
	Total Revenues	$ 2,438,582	$ 2,438,582	$ 2,442,913	$ 2,580,614
Expenditure					
6100	Payroll	$ 1,004,751	$ 1,004,751	$ 1,042,490	$ 1,119,769
6200	Contracted Services	91,229	91,229	81,690	69,295
6300	General Supplies	1,328,602	1,328,602	1,297,665	1,377,550
6400	Other Operating	14,000	14,000	13,835	14,000
6500	Debt Service	-	-	-	-
6600	Capital Outlay	-	-	-	-
	Total Expenditures	$ 2,438,582	$ 2,438,582	$ 2,435,680	$ 2,580,614
7900	Other Resources	$ -	$ -	$ 26,604	$ -
8900	Other Uses	-	-	-	-
	TOTAL RESOURCES & USES	$ -	$ -	$ 26,604	$ -
	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDITURES & OTHER USES	$ -	$ -	$ 33,837	$ -
	Beginning Fund Balance, 7/1	$ 524,289	$ 524,289	$ 524,289	$ 558,126
	Ending Fund Balance, 6/30	$ 524,289	$ 524,289	$ 558,126	$ 558,126
			3 Months Operating	$608,920	

a 3% salary increase, $35/month health insurance benefit

Marble Falls ISD
Debt Service
Revenue and Expenditure Scenarios
(4% and 10% Property Value Increase at Current Rate)

		2018-19 Adopted Budget @.2253	2018-19 Revised Budget @ .2153	4% 2019-20 Projected Budget @.2153	10% 2019-20 Projected Budget @.2153
Revenue					
5700	Local Revenue	$ 8,542,609	$ 8,542,609	$ 9,025,894	$ 9,443,613
5800	State Revenue	109,801	109,801	100,790	100,790
5900	Federal Revenue	-	-	-	-
	Total Revenues	$ 8,652,410	$ 8,652,410	$ 9,126,684	$ 9,544,403
Expenditure					
6100	Payroll	$ -	$ -	$ -	$ -
6200	Contracted Services	-	-	-	-
6300	General Supplies	-	-	-	-
6400	Other Operating	-	-	-	-
6500	Debt Service	7,083,300	7,083,300	9,141,650	9,141,650
6600	Capital Outlay	-	-	-	-
	Total Expenditures	$ 7,083,300	$ 7,083,300	$ 9,141,650	$ 9,141,650
7900	Other Resources	$ -	$ -	$ -	$ -
8900	Other Uses	-	-	-	-
	TOTAL RESOURCES & USES	$ -	$ -	$ -	$ -
	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDITURES & OTHER USES	$ 1,569,110	$ 1,569,110	$ (14,966)	$ 402,753
	Beginning Fund Balance, 7/1 (projected)	$ 9,348,245	$ 9,348,245	$ 10,890,170	$ 10,890,170
	Ending Fund Balance, 6/30	$ 10,917,355	$ 10,917,355	$ 10,875,204	$ 11,292,923

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE 2019-2020 PROPOSED BUDGET

		199 General Fund	240 School Nutrition	599 Debt Services	Total Proposed Budget 2019-2020
	REVENUES				
5700	Local, Intermediate, and Out-of-State	$ 41,412,277	$ 718,549	$ 9,025,894	$ 51,156,720
5800	State Program Revenue	3,291,941	12,000	100,790	3,404,731
5900	Federal Program Revenue	620,000	1,850,065	-	2,470,065
	TOTAL REVENUE	45,324,218	2,580,614	9,126,684	57,031,516
	EXPENDITURES				
11	Instruction	22,653,592	-	-	22,653,592
12	Instructional Resources & Media Svcs	440,162	-	-	440,162
13	Curriculum & Professional Development	356,495	-	-	356,495
21	Instructional Administration	923,156	-	-	923,156
23	School Leadership	2,584,209	-	-	2,584,209
31	Guidance & Counseling	1,402,165	-	-	1,402,165
32	Attendance & Social Work	65,340	-	-	65,340
33	Health Services	394,116	-	-	394,116
34	Transportation Services	1,749,074	-	-	1,749,074
35	Food Services	-	2,580,614	-	2,580,614
36	Extra Curricular Activities	1,687,258	-	-	1,687,258
41	General Administration	1,743,523	-	-	1,743,523
51	Plant Maintenance & Operations	4,949,944	-	-	4,949,944
52	Security & Monitoring	140,229	-	-	140,229
53	Data Processing Services	1,165,074	-	-	1,165,074
61	Community Services	40,721	-	-	40,721
71	Debt Services	-	-	9,141,650	9,141,650
81	Facilities Acquisition & Construction	-	-	-	-
91	Contracted Instructional Services Between Public Sc	4,008,738			4,008,738
99	Other Governmental Charges	775,000	-	-	775,000
	TOTAL EXPENDITURES	45,078,796	2,580,614	9,141,650	56,801,060
	OTHER SOURCES/USES				
7000	Transfers In	-	-	-	-
8000	Transfers Out	-	-	-	-
	Total Other Sources (Uses)	-	-	-	-
	Excess (Deficiency) of Revenues & Other Resources Over Expenditures	$ 245,422	$ -	$ (14,966)	$ 230,456

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE 2019-2020 PROPOSED BUDGET

		199 General Fund	240 School Nutrition	599 Debt Services	Total Proposed Budget 2019-2020
	REVENUES				
5700	Local, Intermediate, and Out-of-State	$ 41,412,277	$ 718,549	$ 9,025,894	$ 51,156,720
5800	State Program Revenue	3,291,941	12,000	100,790	3,404,731
5900	Federal Program Revenue	620,000	1,850,065	-	2,470,065
	TOTAL REVENUE	45,324,218	2,580,614	9,126,684	57,031,516
	EXPENDITURES				
6100	Payroll	34,873,449	1,119,769	-	35,993,218
6200	Services	7,247,035	69,295	-	7,316,330
6300	Materials/Supplies	2,032,632	1,377,550	-	3,410,182
6400	Miscellaneous Operating	818,680	14,000	-	832,680
6500	Debt Service	-	-	9,141,650	9,141,650
6600	Capital Outlay	107,000	-	-	107,000
	TOTAL EXPENDITURES	45,078,796	2,580,614	9,141,650	56,801,060
	OTHER SOURCES/USES				
7000	Transfers In	-	-	-	-
8000	Transfers Out	-	-	-	-
	Total Other Sources (Uses)	-	-	-	-
	Excess (Deficiency) of Revenues & Other Resources Over Expenditures	$ 245,422	$ -	$ (14,966)	$ 230,456

LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
June 17, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 6.12.2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
2019-20 Compensation Plan

Executive Summary:

Marble Falls ISD administration have been working to build a budget and compensation plan while awaiting direction from the State with any impacts from passed legislation. We are making a recommendation for the Board to approve the 2019-2020 compensation plan.

Fiscal Impact:

Cost:
- (•) Recurring
- ( ) One-Time
- ( ) No Fiscal Impact

Funding Source:
- (•) General Fund
- ( ) Grant Funds
- ( ) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

Approve 2019-2020 compensation plan which includes 4% general pay increase for educators as defined by House Bill 3 with 5 or more years of experience, a 3% general pay increase for all other employees, and a $35 a month increase in health benefits contribution.

Submitted By:

Dr. Jeff Gasaway

Board Approval Required: (•) Yes ( ) No

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
June 17, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: May 30, 2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- ( ) Presentation/Discussion Items
- (•) Consideration Items
- ( ) Consent Agenda

Subject:
Literacy Software Purchase

Executive Summary:

The Curriculum & Instruction Department is requesting board approval to use existing funds to purchase progress monitoring software for the 2019-2020 school year. In an effort to increase monetary efficiencies, what has been numerous purchase requests over the school year has been combined into one purchase. The total amount for the purchase is over the $25,000 threshold, at $54, 015.36

Fiscal Impact:

Cost:
- ( ) Recurring
- (•) One-Time
- ( ) No Fiscal Impact

Funding Source:
- (•) General Fund
- ( ) Grant Funds
- ( ) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

We recommend approval of the purchase of the progress monitoring software as presented at a total cost of $54, 015.36

Submitted By:

Leslie Baty

Board Approval Required: (•) Yes ( ) No

Revised 2.16.16

RENAISSANCE®

Quote
2091150

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Marble Falls Independent School District - 239836
1800 Colt Cir
Marble Falls, TX 78654-4200
Contact: Brenda Belk - (830) 693-4439
Email: bbelk@mfisd.txed.net

Reference ID: 345776
Created: 05/31/2019

Quote Summary	
School Count: 6	
Renaissance Products & Services Total	$176,128.00
Applied Discounts	$(14,081.92)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $162,046.08**

This quote includes: Renaissance Accelerated Reader, Renaissance Accelerated Reader 360, Renaissance Star Early Literacy, Renaissance Star Math and Renaissance Star Reading.

** USD $8,285.35 of the discount is due to paying for multiple years up front.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at https://www.renaissance.com/privacy-policy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Marble Falls Independent School District - 239836
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 05/31/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642

RENAISSANCE®

Quote
2091150

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Mari Negrete at (866)563-9948, Thank You.

RENAISSANCE®

Quote
2091150

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2091150

Quote Details

Colt Elementary School - 239829

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Quote Year 1					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2019 - 07/31/2020	516	$7.00	$(144.48)	$3,467.52
Star Early Literacy Subscription Renewal	08/01/2019 - 07/31/2020	175	$4.85	$0.00	$848.75
Star Math Subscription Renewal	08/01/2019 - 07/31/2020	485	$4.85	$(94.09)	$2,258.16
Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	450	$4.85	$(87.30)	$2,095.20
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 1 Subtotal		**$(325.87)**	**$9,419.63**
Quote Year 2					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2020 - 07/31/2021	516	$7.25	$(273.48)	$3,467.52
Star Early Literacy Subscription Renewal	08/01/2020 - 07/31/2021	175	$5.20	$(61.25)	$848.75
Star Math Subscription Renewal	08/01/2020 - 07/31/2021	485	$5.20	$(263.84)	$2,258.16
Star Reading Subscription Renewal	08/01/2020 - 07/31/2021	450	$5.20	$(244.80)	$2,095.20
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2020 - 07/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 2 Subtotal		**$(843.37)**	**$9,419.63**
Quote Year 3					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2021 - 07/31/2022	516	$7.45	$(376.68)	$3,467.52
Star Early Literacy Subscription Renewal	08/01/2021 - 07/31/2022	175	$5.45	$(105.00)	$848.75
Star Math Subscription Renewal	08/01/2021 - 07/31/2022	485	$5.45	$(385.09)	$2,258.16
Star Reading Subscription Renewal	08/01/2021 - 07/31/2022	450	$5.45	$(357.30)	$2,095.20
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2021 - 07/31/2022	1	$750.00	$0.00	$750.00

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2091150

Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 3 Subtotal		**$(1,224.07)**	**$9,419.63**
		Colt Elementary School Total		**$(2,393.31)**	**$28,258.89**

Highland Lakes Elementary School - 239845					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Quote Year 1					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2019 - 07/31/2020	450	$7.00	$(126.00)	$3,024.00
Star Early Literacy Subscription Renewal	08/01/2019 - 07/31/2020	275	$4.85	$0.00	$1,333.75
Star Math Subscription Renewal	08/01/2019 - 07/31/2020	430	$4.85	$(83.42)	$2,002.08
Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	435	$4.85	$(84.39)	$2,025.36
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 1 Subtotal		**$(293.81)**	**$9,135.19**
Quote Year 2					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2020 - 07/31/2021	450	$7.25	$(238.50)	$3,024.00
Star Early Literacy Subscription Renewal	08/01/2020 - 07/31/2021	275	$5.20	$(96.25)	$1,333.75
Star Math Subscription Renewal	08/01/2020 - 07/31/2021	430	$5.20	$(233.92)	$2,002.08
Star Reading Subscription Renewal	08/01/2020 - 07/31/2021	435	$5.20	$(236.64)	$2,025.36
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2020 - 07/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 2 Subtotal		**$(805.31)**	**$9,135.19**
Quote Year 3					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2021 - 07/31/2022	450	$7.45	$(328.50)	$3,024.00
Star Early Literacy Subscription Renewal	08/01/2021 - 07/31/2022	275	$5.45	$(165.00)	$1,333.75
Star Math Subscription Renewal	08/01/2021 - 07/31/2022	430	$5.45	$(341.42)	$2,002.08

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2091150

Star Reading Subscription Renewal	08/01/2021 - 07/31/2022	435	$5.45	$(345.39)	$2,025.36
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2021 - 07/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 3 Subtotal		**$(1,180.31)**	**$9,135.19**
		Highland Lakes Elementary School Total		**$(2,279.43)**	**$27,405.57**

Marble Falls Elementary School - 239831					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Quote Year 1					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2019 - 07/31/2020	400	$7.00	$(112.00)	$2,688.00
Star Early Literacy Subscription Renewal	08/01/2019 - 07/31/2020	130	$4.85	$0.00	$630.50
Star Math Subscription Renewal	08/01/2019 - 07/31/2020	430	$4.85	$(83.42)	$2,002.08
Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	350	$4.85	$(67.90)	$1,629.60
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 1 Subtotal		**$(263.32)**	**$7,700.18**
Quote Year 2					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2020 - 07/31/2021	400	$7.25	$(212.00)	$2,688.00
Star Early Literacy Subscription Renewal	08/01/2020 - 07/31/2021	130	$5.20	$(45.50)	$630.50
Star Math Subscription Renewal	08/01/2020 - 07/31/2021	430	$5.20	$(233.92)	$2,002.08
Star Reading Subscription Renewal	08/01/2020 - 07/31/2021	350	$5.20	$(190.40)	$1,629.60
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2020 - 07/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 2 Subtotal		**$(681.82)**	**$7,700.18**
Quote Year 3					
Renaissance Applications					

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2091150

Accelerated Reader Subscription Renewal	08/01/2021 - 07/31/2022	400	$7.45	$(292.00)	$2,688.00
Star Early Literacy Subscription Renewal	08/01/2021 - 07/31/2022	130	$5.45	$(78.00)	$630.50
Star Math Subscription Renewal	08/01/2021 - 07/31/2022	430	$5.45	$(341.42)	$2,002.08
Star Reading Subscription Renewal	08/01/2021 - 07/31/2022	350	$5.45	$(277.90)	$1,629.60
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2021 - 07/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 3 Subtotal		**$(989.32)**	**$7,700.18**
		Marble Falls Elementary School Total		**$(1,934.46)**	**$23,100.54**

Marble Falls High School - 239839					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Quote Year 1					
Renaissance Applications					
STAR Math Subscription	08/01/2019 - 07/31/2020	350	$4.85	$(67.90)	$1,629.60
Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	700	$4.85	$(135.80)	$3,259.20
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 1 Subtotal		**$(203.70)**	**$5,638.80**
Quote Year 2					
Renaissance Applications					
Star Math Subscription Renewal	08/01/2020 - 07/31/2021	350	$5.20	$(190.40)	$1,629.60
Star Reading Subscription Renewal	08/01/2020 - 07/31/2021	700	$5.20	$(380.80)	$3,259.20
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2020 - 07/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 2 Subtotal		**$(571.20)**	**$5,638.80**
Quote Year 3					
Renaissance Applications					
Star Math Subscription Renewal	08/01/2021 - 07/31/2022	350	$5.45	$(277.90)	$1,629.60

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2091150

Star Reading Subscription Renewal	08/01/2021 - 07/31/2022	700	$5.45	$(555.80)	$3,259.20
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2021 - 07/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 3 Subtotal		**$(833.70)**	**$5,638.80**
		Marble Falls High School Total		**$(1,608.60)**	**$16,916.40**

Marble Falls Middle School - 239825					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Quote Year 1					
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2019 - 07/31/2020	951	$9.90	$(376.60)	$9,038.30
STAR Math Subscription	08/01/2019 - 07/31/2020	960	$4.85	$(186.24)	$4,469.76
Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	951	$4.85	$(184.49)	$4,427.86
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 1 Subtotal		**$(747.33)**	**$18,685.92**
Quote Year 2					
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2020 - 07/31/2021	951	$10.30	$(757.00)	$9,038.30
Star Math Subscription Renewal	08/01/2020 - 07/31/2021	960	$5.20	$(522.24)	$4,469.76
Star Reading Subscription Renewal	08/01/2020 - 07/31/2021	951	$5.20	$(517.34)	$4,427.86
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2020 - 07/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 2 Subtotal		**$(1,796.58)**	**$18,685.92**
Quote Year 3					
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2021 - 07/31/2022	951	$10.60	$(1,042.30)	$9,038.30
Star Math Subscription Renewal	08/01/2021 - 07/31/2022	960	$5.45	$(762.24)	$4,469.76

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2091150

Star Reading Subscription Renewal	08/01/2021 - 07/31/2022	951	$5.45	$(755.09)	$4,427.86
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2021 - 07/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 3 Subtotal		**$(2,559.63)**	**$18,685.92**
		Marble Falls Middle School Total		**$(5,103.54)**	**$56,057.76**

Spicewood Elementary School - 1883905					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Quote Year 1					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2019 - 07/31/2020	115	$7.00	$(32.20)	$772.80
Star Early Literacy Subscription Renewal	08/01/2019 - 07/31/2020	68	$4.85	$0.00	$329.80
Star Math Subscription Renewal	08/01/2019 - 07/31/2020	190	$4.85	$(36.86)	$884.64
Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	150	$4.85	$(29.10)	$698.40
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 1 Subtotal		**$(98.16)**	**$3,435.64**
Quote Year 2					
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2020 - 07/31/2021	115	$7.25	$(60.95)	$772.80
Star Early Literacy Subscription Renewal	08/01/2020 - 07/31/2021	68	$5.20	$(23.80)	$329.80
Star Math Subscription Renewal	08/01/2020 - 07/31/2021	190	$5.20	$(103.36)	$884.64
Star Reading Subscription Renewal	08/01/2020 - 07/31/2021	150	$5.20	$(81.60)	$698.40
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2020 - 07/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 2 Subtotal		**$(269.71)**	**$3,435.64**
Quote Year 3					
Renaissance Applications					

RENAISSANCE®

Quote
2091150

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Accelerated Reader Subscription Renewal	08/01/2021 - 07/31/2022	115	$7.45	$(83.95)	$772.80
Star Early Literacy Subscription Renewal	08/01/2021 - 07/31/2022	68	$5.45	$(40.80)	$329.80
Star Math Subscription Renewal	08/01/2021 - 07/31/2022	190	$5.45	$(150.86)	$884.64
Star Reading Subscription Renewal	08/01/2021 - 07/31/2022	150	$5.45	$(119.10)	$698.40
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2021 - 07/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Quote Year 3 Subtotal		**$(394.71)**	**$3,435.64**
		Spicewood Elementary School Total		**$(762.58)**	**$10,306.92**

©Copyright 2019 Renaissance Learning, Inc. All rights reserved.
All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Math, Accelerated Reader, Accelerated Reader 360, AccelScan, AccelTest, English in a Flash, MathFacts in a Flash, myON, myON Books, myON Reader, myON News, Renaissance, Renaissance Flow 360, Renaissance Learning, Renaissance Place, Renaissance-U, Renaissance Smart Start, Star, Star 360, Star Custom, Star Early Literacy, Star Early Literacy Spanish, Star Math, Star Math Spanish, Star Reading, Star Reading Spanish, and Star Spanish, are trademarks of Renaissance Learning, Inc. All other product and company names should be considered the property of their respective companies and organizations.

Marble Falls ISD has and unyielding commitment to love every child and inspire them to achieve their fullest potential.

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
6.17.2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 6.17.2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Consideration and possible action to rank proposals in response to the Request for Competitive Sealed Proposals, Parking and Drives – Package 1A Project, including action on Alternates 1-3.

Executive Summary:
The 2018 Bond Programs includes improvements/additions to certain drives and paved areas at Highland Lakes Elementary School and Marble Falls Middle School. The initial scope of this work is described in a project called CSP Package 1A. The District used the CSP delivery method to determine which offerer would provide the best value in accomplishing the needed work at these three campuses. District leadership evaluated proposals and recommends SRT Constructors, LTD to accomplish the work of CSP Package 1A as they offer the best value to the District.

Fiscal Impact:

Cost:
- ( ) Recurring
- ( ) One-Time
- (•) No Fiscal Impact

Funding Source:
- ( ) General Fund
- ( ) Grant Funds
- (•) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:
Move to rank the Proposals, which includes SRT Constructors LTD as the highest ranking offerer, as recommended by the Administration and accept all three alternates included with this proposal.

Submitted By:
Chris Allen

Board Approval Required: (•) Yes ( ) No

Marble Falls ISD has and unyielding commitment to love every child and inspire them to achieve their fullest potential.

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
6.17.2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 6.17.2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Consideration and possible action on the proposed construction contract for the Parking and Drives – Package 1A Project

Executive Summary:

STR Constructors, LTD has been selected to accomplish the drives and pavement work associated with Bond Program work described as CSP Package 1A. District representation reviewed and assisted with negations of a contract with STR to complete the scope of work in CSP Package 1A and District administration recommends the contact's approval (which includes all three alternates) for $1,841,000.00.

Fiscal Impact:

Cost:
- ( ) Recurring
- ( ) One-Time
- (•) No Fiscal Impact

Funding Source:
- ( ) General Fund
- (•) Grant Funds
- (•) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

Move to approve the contract with STR Constructors, LTD for $1,841,000.00 as recommended by the Administration.

Submitted By:

Chris Allen

Board Approval Required: (•) Yes ( ) No

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 17th day of JUNE in the year TWO THOUSAND NINETEEN
(In words, indicate day, month and year.)

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

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685

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

STR Constructors, Ltd.
15500 Hwy. 29 West
Liberty Hill, Texas 78642
Phone: 512.515.0254
Fax: 512.515.0534

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

2018 Bond Drives & Pavement – Package 1A

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

Huckabee & Associates, Inc.
11501 Alterra Parkway
Building 7, Suite 120
Austin, Texas 78758

The Owner and Contractor agree as follows:

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

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:
(1953781042)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

Note: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Russo & Kyle P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

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

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:
(1953781042)

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: October 1, 2019 (see 3.3.2, below)

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

Portion of Work	Substantial Completion Date
Highland Lakes Elementary	August 18, 2019
SchoolMarble Falls High School	September 8, 2019
Marble Falls Middle School	October 1, 2019

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ONE MILLION SIX HUNDRED THIRTY-NINE THOUSAND AND NO/100 DOLLARS ($1,639,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1	$45,000.00
Alternate No. 2	$79,000.00
Alternate No. 3	$78,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None.		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Section 01 5000 – Temporary Facilities and Control (Project Identification Sign at Marble Falls Middle School)	$750.00
Owner's Contingency Allowance	$100,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Pavement Replacement	SY	$134.00
Pavement Mill and Overlay	SY	$95.00

Init.
/
AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:
(1953781042)

Pavement Reseal	SY	$3.00

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

Not Applicable.

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

None.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 If approved in advance by the Owner, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or suitably stored off the site at a location agreed upon in writing; and

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

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

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

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

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

Init. /

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

.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; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

Five Percent (5%).

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

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3
(Paragraphs deleted)
Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10 of AIA Document A201-2017. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 5.1.8 [Paragraph Deleted.]

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 Contractor has submitted Consent of Surety to Final Payment, and

.3 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 31 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code Chapter 2251.
(Paragraph deleted)
(

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:
(1953781042)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim 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 Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1
(Paragraphs deleted)
[Paragraph Deleted.]

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Chris Allen
Superintendent of Schools
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mr. T.R. "Rick" Kennedy III
President
STR Constructors, Ltd.
15500 Hwy. 29 West
Liberty Hill, Texas 78642
Phone: 512.515.0254
Fax: 512.515.0534

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

§ 8.5 Insurance and Bonds
§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017 and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 Pursuant to Texas Government Code Chapter 2270, if this contract is valued at $100,000 or more **and** if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this contract. This section does not apply to a sole proprietorship.
On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of this clause until further order of this or higher court having jurisdiction over the issue.

§ 8.7.2 By signing this Agreement, the undersigned Contractor certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 Paragraph Delteed.
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

.5 Drawings

Number	Title	Date
Drawings are included as Exhibit 1		May 17, 2019 (57 pages)

.6 Specifications

Section	Title	Date	Pages
The Table of Contents of the Project Manual are included as Exhibit 2, and the entirety of the Project Manual is incorporated by reference	Marble Falls ISD – Parking and Drives – Package 1A	May 17, 2019	388

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	June 6, 2019	87

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

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

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	STR CONSTRUCTORS, LTD.
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Chris Allen, Superintendent of Schools	Mr. T.R. "Rick" Kennedy III, President
(Printed name and title)	*(Printed name and title)*

Init.

/

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

Additions and Deletions Report for
AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:25:36 ET on 06/14/2019.

PAGE 1

AGREEMENT made as of the 17th day of JUNE in the year TWO THOUSAND NINETEEN

...

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685

...

STR Constructors, Ltd.
15500 Hwy. 29 West
Liberty Hill, Texas 78642
Phone: 512.515.0254
Fax: 512.515.0534

...

2018 Bond Drives & Pavement – Package 1A

...

Huckabee & Associates, Inc.
11501 Alterra Parkway
Building 7, Suite 120
Austin, Texas 78758

...

The Owner and Contractor agree as ~~follows.~~follows:

PAGE 2

~~**EXHIBIT A INSURANCE AND BONDS**~~

...

Additions and Deletions Report for AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

Note: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Russo & Kyle P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

...

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] By the following date: October 1, 2019 (see 3.3.2, below)

...

Highland Lakes Elementary	August 18, 2019
SchoolMarble Falls High School	September 8, 2019
Marble Falls Middle School	October 1, 2019

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($),~~ ONE MILLION SIX HUNDRED THIRTY-NINE THOUSAND AND NO/100 DOLLARS ($1,639,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. 1	$45,000.00
Alternate No. 2	$79,000.00
Alternate No. 3	$78,000.00

...

None.

...

Section 01 5000 – Temporary Facilities and Control (Project Identification Sign at Marble Falls Middle School)	$750.00
Owner's Contingency Allowance	$100,000.00

...

Pavement Replacement	SY	$134.00
Pavement Mill and Overlay	SY	$95.00
Pavement Reseal	SY	$3.00

PAGE 4

Not Applicable.

...

None.

Additions and Deletions Report for AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—)~~ forty-five (45) days after the Architect receives the Application for Payment.

...

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

PAGE 5

Five Percent (5%).

...

N/A

...

N/A

§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~
~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10 of AIA Document A201-2017. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 5.1.8 ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~[Paragraph Deleted.]

...

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 Contractor has submitted Consent of Surety to Final Payment, and

~~.2~~ .3 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ 31 days after the issuance of the Architect's final Certificate for Payment, or as follows:

...

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code Chapter 2251.
~~*(Insert rate of interest agreed upon, if any.)*~~

Additions and Deletions Report for AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

~~—% —(~~
PAGE 6

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

...

[X] Litigation in a court of competent jurisdiction

...

§ 7.1.1 ~~If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

[Paragraph Deleted.]

...

Dr. Chris Allen
Superintendent of Schools
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685
PAGE 7

Mr. T.R. "Rick" Kennedy III
President
STR Constructors, Ltd.
15500 Hwy. 29 West
Liberty Hill, Texas 78642
Phone: 512.515.0254
Fax: 512.515.0534

...

§ 8.5.1 The ~~Owner and the~~ Contractor shall purchase and maintain insurance as set forth in AIA Document ~~A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A,~~ A201™–2017, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™–2017 Exhibit A,~~ A201™–2017 and elsewhere in the Contract Documents.

...

§ 8.7.1 Pursuant to Texas Government Code Chapter 2270, if this contract is valued at $100,000 or more **and** if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this contract. This section does not apply to a sole proprietorship.
On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. In compliance with the Court's order,

Additions and Deletions Report for AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

the Owner will not seek enforcement of this clause until further order of this or higher court having jurisdiction over the issue.

§ 8.7.2 By signing this Agreement, the undersigned Contractor certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

...

.2 ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~ Paragraph Delteed.

PAGE 8

Drawings are included as Exhibit 1		May 17, 2019 (57 pages)	

...

The Table of Contents of the Project Manual are included as Exhibit 2, and the entirety of the Project Manual is incorporated by reference	Marble Falls ISD – Parking and Drives – Package 1A	May 17, 2019	388

...

Addendum No. 1	June 6, 2019	87	

...

None.

PAGE 9

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	**STR CONSTRUCTORS, LTD.**
_____	_____
...	
Dr. Chris Allen, Superintendent of Schools	Mr. T.R. "Rick" Kennedy III, President

Additions and Deletions Report for AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:
(1953781042)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:25:36 ET on 06/14/2019 under Order No. 1439571919 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:36 ET on 06/14/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1953781042)

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

2018 Bond Drives & Pavement

THE OWNER:
(Name, legal status and address)

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685

THE ARCHITECT:
(Name, legal status and address)

Huckabee & Associates, Inc.
11501 Alterra Parkway
Building 7, Suite 120
Austin, Texas 78758

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

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

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 1.1.10 MISCELLANEOUS OTHER WORDS

§ 1.1.10.1 BUSINESS DAY

The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and 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 special events.

§ 1.1.10.2 CALENDAR DAY

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

§ 1.1.10.3 HOLIDAYS

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

§ 1.1.10.4 WORK DAY

Work days include all calendar days except Holidays, Saturdays and Sundays.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, 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 PRECEDENCE OF THE CONTRACT DOCUMENTS

The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.
.4 Specifications and Drawings.
.5 Agreement – AIA Document A101-2017, as modified by the Owner for the Project.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Note: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Russo & Kyle P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

§ 1.2.5 RELATION OF SPECIFICATIONS AND DRAWINGS
Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.6 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard 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 such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.7 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.8 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice
§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the Board of Trustees of the Marble Falls Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant.

§ 2.1.3 The Contractor acknowledges that no lien rights exist with respect to public property.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work .

§ 2.2.2 [Paragraph Deleted.]

§ 2.2.3 [Paragraph Deleted.]

§ 2.2.4 [Paragraph Deleted.]

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 Paragraph Deleted.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request.

§ 2.3.6 The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work nonconforming or defective Work as required by Section 12.2, or fails to complete the Work on time as required by Article 3 of the Agreement or is in default of any of its material obligations hereunder, the Owner, by a written order signed by an agent specifically so empowered by the Owner, may order 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 any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

§ 2.5 Owner's Right to Carry Out the Work

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

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.

§ 3.1.2 The Contractor shall perform the Work in a good and workmanlike manner except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner.

.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall 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 to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.1.1 The Contractor shall assign a superintendent who shall make decisions in behalf of the Contractor and its Subcontractors. The superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, *et seq.*

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

§ 3.3.6 The Contractor shall review contractor 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 Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

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

§ 3.3.9 The 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.

§ 3.3.10 In the event Contractor shall fall behind schedule at any time, for any reason, Owner shall be entitled to direct acceleration or resequencing of the Work to bring the Work back on scheduled. Contractor shall be entitled to compensation from the Construction Contingency, or if such contingency funds are exhausted, pursuant to Change Order, for such acceleration only (a) to the extent necessitated by excusable and compensable delays, and (b) to the extent of premium pay and additional equipment cost actually incurred by Contractor. In the event Contractor determines that he Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, 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. The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site. The Contractor shall secure and arrange for all necessary utility connections.

(Paragraph deleted)

§ 3.4.1.1 PREVAILING WAGES

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.1.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.1.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.1.1 or 3.4.1.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

[§ 3.4.2

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 3.4.2.1 Substitutions and alternates may be rejected 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; and (iii) when in the judgment of the Owner or 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 and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating the (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than twenty-one (21) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

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

§ 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 shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public-school campus, and will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

§ 3.4.5 CRIMINAL HISTORY RECORDS CHECKS

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections) the following definitions shall be applicable:

.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

.3 "Disqualifying Criminal History" means: a conviction within the last 30 years, related to one or more 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: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state. Contractor shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Contractor's responsibilities as set out herein.

.4 "Opportunity For Direct Contact With Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional district employee. An employee is not considered to have an

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Opportunity For Direct Contact With Students if: (1) the employee's work does not involve the construction alteration or repair of an Instructional Facility; (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contacted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee's work involves an existing Instructional Facility and:

a. the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and
b. the Contractor has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Contract will be conducted.
c. the Contractor has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Contractor's its means of informing the relevant parties of the existence of the policy.
d. Contractor certifies that, if it has taken the above precautions or imposed conditions to ensure that the Contractor's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Contractor will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

.5 "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

§ 3.4.5.2 Pursuant to Texas Education Code §22.08341, Contractor shall obtain criminal history record information through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse"), for all of Contractor's Covered Employees. To the extent, Contractor does not have a direct contractual connection with a lower-tier subcontractor, Contractor shall require its subcontractor, independent contractors, and consultants, by the terms of their respective contract with Contractor, to obtain the required criminal history record information through the FACT Clearinghouse, for their Covered Employees, and that such subcontractors, independent contractors, and consultants of Contractors subcontractors, require their subcontractors, independent contractors, and consultants of every tier, to timely make the same certifications to the Contractor as those required by the Owner from the Contractor herein, in order to allow Contractor to timely provide the certifications to the Owner required by the following paragraph, pursuant to Texas Education Code §22.08341. If Contractor is required by this subsection to obtain criminal history record information through the FACT Clearinghouse, then Contractor will subscribe the FACT Clearinghouse for purposes of receiving updates to the criminal history record information it obtained and shall require the same of its lower-tier subcontractors, independent contractors and consultants, by contract.

§ 3.4.5.3 If Covered Employees will be working on the Project, before beginning any Work on the Project, Contractor will provide written certification to the Owner that Contractor that the criminal history review requirements for all Covered Employees working on the Owner's Project have been satisfied, and specifically that Contractor:

.1 has obtained the required criminal history record information through the FACT Clearinghouse for its Covered Employees;

.2 has obtained written certification from its subcontractors independent contractors, and consultants (of any tier) that they have obtained the required criminal histories documentation through the FACT Clearinghouse for the subcontractor's, independent contractors', and consultants' Covered Employees; that the criminal history review requirements for all Covered Employees working on the Owner's Project have been satisfied; that either none of their respective Covered Employees had a Disqualifying Criminal History, or if a Covered Employee had a Disqualifying Criminal History they have been excluded from assignment to the Project; and that if the subcontractor, independent contractor, or consultant receives information during the performance of this Contract that one of its Covered Employees associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the Contractor in writing within three (3) business days;

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

.3 will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on Owner's project or on Owner's property where the Work of this Contract will be conducted;

.4 if Contractor receives information during the performance of this Contract that a Covered Employee associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the Owner in writing within three (3) business days; and

5. if any employee associated with the work under this Contract is not a Covered Employee will make a reasonable effort to ensure that the reasons the employee is determined not to be a Covered Employee will continue to exist throughout the time the contracted services are provided.

§ 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. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor agrees to assign to the Owner at the Time of Final Completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from contractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents.

§ 3.5.4 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

§ 3.5.5 The warranties provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner.

§ 3.5.6 The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 3.5.2 and 3.5.3 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

§ 3.5.7 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least one (1) month prior to the expiration of the one (1) year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one (1) year warranty period, Contractor shall accompany the Owner and Architect on reinspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

the use of the building which are observed or reported during the reinspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) days of initial notification from Owner. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one (1) month prior to the expiration date, Contractor's warranty obligations described in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

§ 3.5.8 Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for Work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect or the date of final payment.

§ 3.6 Taxes

The Contractor not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 In performing its obligations hereunder, the Contractor shall fully comply with all applicable laws, ordinances, rules, regulations, lawful orders and decrees of all applicable authorities, and when requested shall furnish evidence satisfactory to the owner of such compliance.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The Contractor agrees to indemnify, defend and hold harmless the Owner, its trustees, officers, representatives, agents and employees from and against all claims, fines, penalties, or liabilities from or arising out of such Work, or based upon the actual or asserted violation of any laws, ordinances, rules, regulations, orders or decrees applicable to such Work.

(Paragraphs deleted)

§ 3.7.4 Concealed or Unknown Conditions. Claims for Concealed or Unknown Conditions.

Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract sum, or both. The Contract Time and the Contract Sum bid by Contractor shall be deemed to include all costs of and time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if conditions are encountered at the site which are concealed physical conditions which were not known to the Contractor and which differ substantially from those indicated in the Contract Documents, then the Contractor

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

shall notify the Owner and the Architect of such conditions promptly before conditions are disturbed, and in no event more than three (3) days after first observation of the conditions. The Architect will promptly investigate such conditions and report its findings to the Owner. If the Owner and the Contractor cannot agree on an adjustment to the Contract Sum or Contract Time, the adjustment shall be subject to mediation pursuant to Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 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. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three (3) written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value for the Owner.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion.

§ 3.9.2 Contractor shall furnish a list to the Architect of all engineers, consultants, job-site superintendents, Subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner.

.1 The Owner may reject or require removal of any engineer, consultant, job superintendent, or employee of the Contractor, Subcontractor or Sub-subcontractor involved in the Project.

.2 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 The Owner reserves the right to utilize one or more of its employees to function in the capacity of the Owner's inspector, whose primary function will be daily inspections, checking pay requests, construction timelines, and storage of supplies and materials.

§ 3.9.3 The Owner shall be notified not less than twenty-four (24) hours before any time that superintendent will not be present at the site for any reason except 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, the Contractor is subject to being back charged in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) for each 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 initial constructions schedule for the Work utilizing critical path method scheduling techniques. The initial schedule shall not exceed the time limits set forth in the Contract Documents. The initial schedule shall thereafter be updated on a monthly basis and submitted with each application for payment. The receipt of an updated schedule with each application for payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6.

.1 Each schedule shall break the Work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect. Each schedule activity shall be assigned a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project case flow for the Project.

.2 Each schedule shall include activities representing manufacturing, fabrication, or ordering lead time for materials, equipment, or other items for which the Architect is required to review submittals, shop drawings, product data, or samples.

.3 Each schedule, other than the initial schedule, shall indicate the activities, or portions thereof, which have been completed; shall reflect the actual time for completion of such activities; and shall reflect any changes to the sequence or planned duration of all activities.

.4 If any updated schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated schedule a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect.

.5 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

.6 Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

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

§ 3.10.3 Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5.

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5 If reasonably required by Owner, Contractor shall also prepare and furnish project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.

§ 3.10.6 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, 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, 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 Contractor shall make available, at the Project site, job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Contractor shall make such reports and records available to inspection by the Owner, Architect, or their respective agents.

§ 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 information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 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.

§ 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 of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall not be responsible for

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

the adequacy of the performance and design criteria specified in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract and shall, not less than two times each week, clean up by removing rubbish, including old and surplus materials. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials, and shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction. Contractor shall clean exterior gutters, drainage, walkways, driveways and roofs of debris.

§ 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 damaged or broken glass, and at completion of the Work, shall replace such damaged or broken glass.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 3.16.1 Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WAIVES AND RELEASES ALL CLAIMS AGAINST AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, OWNER'S CONSULTANTS, THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE:(1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF OWNER, OWNER'S CONSULTANTS, THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER, OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 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 THIS SECTION 3.18 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 ACT OR INSURANCE , DISABILITY ACTS OR INSURANCE OR OTHER EMPLOYEE BENEFIT ACTS OR RELATED INSURANCE.

§ 3.18.3 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND OWNER, THAT THE INDEMNITY IS PROVIDED FOR IN THIS SECTION AS TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S TOOLS AND EQUIPMENT AND RENTAL ITEMS, IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF OWNER'S OWN NEGLIGENCE, AND THAT OF OWNER'S CONSULTANTS, THE ARCHITECT AND ARCHITECT'S CONSULTANTS WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE LOSS OR DAMAGE. PROVIDED HOWEVER, THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 3.18.4 Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives or the Architect pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

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

§ 3.19 REPRESENTATIONS AND WARRANTIES

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

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

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

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

.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 BUSINESS STANDARDS

§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 ANTITRUST VIOLATION

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

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 [Paragraph Deleted.]

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in 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.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work will be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall govern if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect and the Owner 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 Upon written request of the Owner or Contractor, the Architect will issue its interpretation of the requirements of the plans and specifications. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

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

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 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 of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify 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.

§ 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. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 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. 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.

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.2 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 contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a 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 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may, in the Owner's sole discretion, be equitably adjusted for increases in cost resulting from the suspension.

§ 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.

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.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

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

§ 6.2.4 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 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 Architect 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.

§ 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost (0% for change orders to be paid out of any contingency allowance).

.2 For the Contractor, for the Work performed by the Contractor's Subcontractors, four percent (4%) of the amount due the Subcontractors (0% for the change orders to be paid out of any contingency allowance).

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.

.4 The costs to which the above percentages shall be applied will be determined in accordance with Section 7.3.7.

.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including quantities and unit costs of labor and materials extended and totaled.

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

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

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

§ 7.3 Construction Change Directives

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

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, 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;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.1.4. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change only if the adjustment causes an extension of the Contract Time.

§ 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 Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum 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 overhead and profit as set forth in Section 7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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 Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work shall be the first business day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

(Paragraph deleted)

§ 8.1.3.1 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 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. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.2.4 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor any or all liquidated damages due Owner in accordance with the Contract Documents.

§ 8.2.5 Paragraph Deleted.

§ 8.2.6 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.7 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 8.3 Delays and Extensions of Time

§ 8.3.1 The Owner, except as provided for in this Section 8.3.1, shall not be liable to the Contractor for delay to the Contractor's Work by the act, neglect or default of the Owner or the Architect, or by reason of fire, act of God, riot, strike, action of workmen or others, or any cause beyond the Owner's control. Should the Owner or Architect delay the Contractor in the Work, Contractor shall receive an extension of time for completion equal to the delay if a written claim is made within forty-eight (48) hours, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for such Owner-caused delays.

§ 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 recovery of damages for delay by the Contractor for delay, disruption or acceleration. Contractor agrees that Contractor shall be fully compensated for all delays solely by 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. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract.

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 In accordance with the requirements of Section 5.1.3 of the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 9.3.2 Except as otherwise agreed in writing, executed by the Owner and Contractor prior to delivery of material and equipment, the Contractor is not entitled to payment for material and equipment delivered and stored on site or off site. The Owner may, in the Owner's sole discretion, agree to make payment for materials stored on site or off site and may, as a condition precedent to the grant of such consent, establish reasonable procedures and requirements (including provision of additional insurance at Contractor's sole expense) with which Contractor must comply.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY 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 In each Request for Payment, Contractor shall certify that there are no known mechanics' or materialmens' liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filling of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. 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 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.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect or the Owner 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

.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;
.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;
.9 evidence of financial inability to perform the Contract fully;
.10 failure to submit record documents required by the Contract; or
.11 failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 If the Contractor disputes the Architect's or the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within twenty-one (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 his Surety from any obligations under the Contract Documents.

§ 9.6.2 The Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all undisputed bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect and approved by the Owner or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and the Owner 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, 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.

.1 If, in Architect's opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. 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.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

§ 9.10.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner or the Owner's property might be responsible have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability

§ 9.10.3 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. The Final Payment shall not constitute a waiver of any claims by the Owner.

§ 9.10.4
(Paragraphs deleted)
[Paragraph Deleted.]

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 AUDIT
Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

.1 Contractor's employees, agents, and Subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol-free work place while performing the Work.

.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988).

.5 Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 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 the Owner's premises and other persons who may be affected thereby, which protection shall include the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

§ 10.2.5 CONTRACTOR SHALL HOLD OWNER HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS ON OR OFF THE SITE AND/OR IN TRANSIT AS REFERRED TO IN CLAUSE 10.2.1.2 EVEN IF SUCH LOSS OR DAMAGE RESULTS FROM OWNER, OWNER'S CONSULTANT'S, OR ARCHITECT'S NEGLIGENCE. AS TO PROPERTY REFERRED TO IN CLAUSE 10.2.1.3, CONTRACTOR SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGE IS CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER, OWNER'S CONSULTANTS OR ARCHITECT. THE FOREGOING OBLIGATIONS OF THE CONTRACTOR ARE IN addition TO HIS OBLIGATIONS UNDER SECTION 3.18; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 3 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 [Paragraph Deleted.]

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall carry and maintain in force insurance described below. Prior to execution of the Contract, the Contractor shall procure insurance coverage in the types and amounts as follows:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	$1,000,000.00
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	$1,000,000.00 each person
Products and Completed Operations	$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage	$1,000,000.00 each occurrence $2,000,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
Automobile Liability:	
Bodily Injury/Property Damage	$1,000,000.00 combined single limit
Property Damage	$1,000,000.00 each occurrence
Umbrella or Excess Liability	$2,000,000.00 each occurrence/aggregate

All Risk Builders Risk against the perils of fire, lightening, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.

§ 11.1.2 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

§ 11.1.3 The General Liability and Automobile so issued in the name of Contractor shall also name the Owner as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 11.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

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

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

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

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

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

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

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

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

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

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

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

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC Rule §(a)(7)]

§ 11.1.10 The Owner and Contractor shall waive all rights against (1) each other and the Contractors, Subcontractors, agents and employees each of the other, and (2) the Architect and separate Contractors, if any, and their contractors, Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

insurance applicable to the Work. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Section 3.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, contractors and Subcontractors by appropriate agreements, written where legally required for validity, similar waivers, each in favor of all other parties enumerated in this Section 11.1.10.

§ 11.2 Owner's Insurance [Paragraph Deleted.]

(Paragraphs deleted)
§ 11.3 Waivers of Subrogation [Paragraph Deleted.]

(Paragraphs deleted)
§ 11.4 PERFORMANCE BOND AND PAYMENT
§ 11.4.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project.

Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code or, in the case of a Construction Manager, as required by Article 8 of the AIA Document A133-2009.

§ 11.4.4 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.5 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.6 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.7 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 11.4.8 By inclusion of this Section 11.4.8 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

§11.5 Adjustment and Settlement of Insured Loss [Paragraph Deleted.]

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work has been covered and the Architect has specifically requested to see such Work, or if any known deficiencies exist, or the Contract Documents specifically request inspection prior to its being covered, the Architect may request to see that Work and it shall be uncovered by the Contractor. If the Work is not in accordance with the Contract Documents, it must be corrected and covered at the expense of the Contractor. If the Work is according to the Contract Documents, the cost to restore cover on the Work is at the sole expense of the Contractor.

§ 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 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.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fail to conform with the requirements of this Agreement that appear in the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Clause 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by 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.

§ 12.2.9 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Except for tests, inspections and approvals required to be provided by the Contractor in the Contract Documents, the Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 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 those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 13.7 CONTRACTORS RECORDS

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.7.3 Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this agreement.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Owner has not made a payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 [Subsection Deleted.]

§ 14.1.2 If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** or any Subcontractor becomes insolvent, enters bankruptcy, receivership or other like proceeding; voluntary or involuntarily, or makes an assignment for the benefit of creditors; and the Contractor, within fifteen (15) days after receipt of notice from the Owner, fails to provide satisfactory evidence that the Contractor will either (i) perform the Work of such Subcontractor with the Contractor's own forces, in a timely manner, or (ii) replace the Subcontractor with another similarly qualified Subcontractor who is ready, willing and able to do such Subcontractor's Work in a timely manner
- **.5** fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents; or
- **.6** otherwise is guilty of substantial breach of a provision of the Contract Documents

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient.

In any such event, title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.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.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed, for profit only on that portion of the Work executed, and reasonable costs of demobilization.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims [Paragraph Deleted.]

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, must be initiated within 21 days after occurrence of the event giving rise to such Claim. Claims must be initiated by written notice to the Architect and the Owner.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Owner's decision, subject to the right of the Contractor to proceed in accordance with this Article 15.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 15.1.6.2 The Contractor shall be entitled to an extension of the Contract Time for delays or disruptions due to unusually inclement weather in excess of that normally experienced at the job site. Such extension of time will be granted only if such unusual inclement weather prevented the execution of Work on normal working days. Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the records of the U.S. Weather Bureau Station at the location of the Work. If unusually inclement weather conditions are the basis for a claim for additional time, such Claim shall be documented by data substantiating such conditions, the fact that the same could not have been reasonably anticipated, and the fact that they had an adverse effect on the scheduled construction. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth day of the month following the month during which the delays or disruptions occurred.

(Paragraphs deleted)

§ 15.1.7 CALCULATING CLAIMS FOR DAMAGES

Except as otherwise provided in this Agreement, in calculating the amount of any Claim recoverable by the Contractor, the following standards will apply:

.1 No indirect or consequential damages will be allowed.

.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

.4 No damages will be allowed for home office overhead or other home office changes or any Eichlay formula calculation.

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless thirty 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 will review Claims and within ten (10) days of receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished.

§ 15.2.5 [Paragraph Deleted.]

§ 15.2.6 [Paragraph Deleted.]

§ 15.2.6.1 [Paragraph Deleted.]

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 15.2.8 WAIVER OF LIEN
It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

§ 15.3 Mediation
§ 15.3.1 In the event that the Owner or the Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

§ 15.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

§ 15.3.3 In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

§ 15.3.4 Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts..

§ 15.3.5 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

§ 15.4 Immunity
§ 15.4.1 Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

§ 15.4.1.1 [Paragraph Deleted.]

§ 15.4.2 [Paragraph Deleted.]

§ 15.4.3 [Paragraph Deleted.]

§ 15.4.4 [Paragraph Deleted.]

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	STR CONSTRUCTORS, LTD.
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Chris Allen, Superintendent of Schools	T.R. "Rick" Kennedy III, President
(Printed name and title)	*(Printed name and title)*

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Additions and Deletions Report for
AIA® Document A201™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:34:53 ET on 06/13/2019.

PAGE 1

2018 Bond Drives & Pavement

...

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685

...

(Name, legal status and address)

Huckabee & Associates, Inc.
11501 Alterra Parkway
Building 7, Suite 120
Austin, Texas 78758

PAGE 10

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. ~~The Contract may~~ After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

...

§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

§ 1.1.10 MISCELLANEOUS OTHER WORDS

§ 1.1.10.1 BUSINESS DAY

The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and 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 special events.

§ 1.1.10.2 CALENDAR DAY

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

§ 1.1.10.3 HOLIDAYS

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

§ 1.1.10.4 WORK DAY

Work days include all calendar days except Holidays, Saturdays and Sundays.

PAGE 11

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

...

§ 1.2.4 PRECEDENCE OF THE CONTRACT DOCUMENTS

The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.
.4 Specifications and Drawings.
.5 Agreement – AIA Document A101-2017, as modified by the Owner for the Project.

Note: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Gallegos Trevino Russo & Kyle P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

§ 1.2.5 RELATION OF SPECIFICATIONS AND DRAWINGS

Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.6 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard 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 such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.7 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.8 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

PAGE 13

§ 2.1.1 The Owner is the ~~person or entity identified as such in the Agreement~~ Board of Trustees of the Marble Falls Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner ~~shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.~~ may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have ~~such authority.~~ the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner ~~shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~ may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant.

§ 2.1.3 The Contractor acknowledges that no lien rights exist with respect to public property.

...

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~ Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work .

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the~~

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

~~Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~[Paragraph Deleted.]

§ 2.2.3 ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~[Paragraph Deleted.]

§ 2.2.4 ~~Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~[Paragraph Deleted.]

...

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 ~~The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~Paragraph Deleted.

§ 2.3.5 ~~The Owner shall furnish information~~ Information or services required of the Owner by the Contract Documents ~~with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~shall be furnished by the Owner within a reasonable time following actual receipt of a written request.

§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

PAGE 14

If the Contractor fails to correct Work ~~that is not in accordance with the requirements of the Contract 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~~ nonconforming or defective Work as required by Section 12.2, or fails to complete the Work on time as required by Article 3 of the Agreement or is in default of any of its material obligations hereunder, the Owner, by a written order signed by an agent specifically so empowered by the Owner, may order 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~~ any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or ~~entity, except to the extent required by Section 6.1.3.~~entity. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ three-day period after receipt of notice from the Owner to commence and continue correction of such

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect~~ The Architect or Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

...

§ 3.1.2 The Contractor shall perform the Work in ~~accordance with the Contract Documents.~~a good and workmanlike manner except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.

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

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.
PAGE 15

.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner.

.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

...

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

PAGE 16

§ 3.3.1.1 The Contractor shall assign a superintendent who shall make decisions in behalf of the Contractor and its Subcontractors. The superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress.

...

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, *et seq.*

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

§ 3.3.6 The Contractor shall review contractor 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 Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

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

§ 3.3.9 The 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.

§ 3.3.10 In the event Contractor shall fall behind schedule at any time, for any reason, Owner shall be entitled to direct acceleration or resequencing of the Work to bring the Work back on scheduled. Contractor shall be entitled to compensation from the Construction Contingency, or if such contingency funds are exhausted, pursuant to Change Order, for such acceleration only (a) to the extent necessitated by excusable and compensable delays, and (b) to the extent of premium pay and additional equipment cost actually incurred by Contractor. In the event Contractor determines that he Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, 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. The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site. The Contractor shall secure and arrange for all necessary utility connections.

~~**§ 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.~~

§ 3.4.1.1 PREVAILING WAGES

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.1.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.1.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.1.1 or 3.4.1.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

[§ 3.4.2

§ 3.4.2.1 Substitutions and alternates may be rejected 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; and

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

(iii) when in the judgment of the Owner or 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 and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating the (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than twenty-one (21) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

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

§ 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 shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public-school campus, and will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

§ 3.4.5 CRIMINAL HISTORY RECORDS CHECKS

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections) the following definitions shall be applicable:

.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

.3 "Disqualifying Criminal History" means: a conviction within the last 30 years, related to one or more 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: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state. Contractor shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Contractor's responsibilities as set out herein.

.4 "Opportunity For Direct Contact With Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional district employee. An employee is not considered to have an Opportunity For Direct Contact With Students if: (1) the employee's work does not involve the construction alteration or repair of an Instructional Facility; (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contacted services will

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee's work involves an existing Instructional Facility and:

a. the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and

b. the Contractor has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Contract will be conducted.

c. the Contractor has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Contractor's its means of informing the relevant parties of the existence of the policy.

d. Contractor certifies that, if it has taken the above precautions or imposed conditions to ensure that the Contractor's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Contractor will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

.5 "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

§ 3.4.5.2 Pursuant to Texas Education Code §22.08341, Contractor shall obtain criminal history record information through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse"), for all of Contractor's Covered Employees. To the extent, Contractor does not have a direct contractual connection with a lower-tier subcontractor, Contractor shall require its subcontractor, independent contractors, and consultants, by the terms of their respective contract with Contractor, to obtain the required criminal history record information through the FACT Clearinghouse, for their Covered Employees, and that such subcontractors, independent contractors, and consultants of Contractors subcontractors, require their subcontractors, independent contractors, and consultants of every tier, to timely make the same certifications to the Contractor as those required by the Owner from the Contractor herein, in order to allow Contractor to timely provide the certifications to the Owner required by the following paragraph, pursuant to Texas Education Code §22.08341. If Contractor is required by this subsection to obtain criminal history record information through the FACT Clearinghouse, then Contractor will subscribe the FACT Clearinghouse for purposes of receiving updates to the criminal history record information it obtained and shall require the same of its lower-tier subcontractors, independent contractors and consultants, by contract.

§ 3.4.5.3 If Covered Employees will be working on the Project, before beginning any Work on the Project, Contractor will provide written certification to the Owner that Contractor that the criminal history review requirements for all Covered Employees working on the Owner's Project have been satisfied, and specifically that Contractor:

.1 has obtained the required criminal history record information through the FACT Clearinghouse for its Covered Employees;

.2 has obtained written certification from its subcontractors independent contractors, and consultants (of any tier) that they have obtained the required criminal histories documentation through the FACT Clearinghouse for the subcontractor's, independent contractors', and consultants' Covered Employees; that the criminal history review requirements for all Covered Employees working on the Owner's Project have been satisfied; that either none of their respective Covered Employees had a Disqualifying Criminal History, or if a Covered Employee had a Disqualifying Criminal History they have been excluded from assignment to the Project; and that if the subcontractor, independent contractor, or consultant receives information during the performance of this Contract that one of its Covered Employees associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the Contractor in writing within three (3) business days;

.3 will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on Owner's project or on Owner's property where the Work of this Contract will be conducted;

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

.4 if Contractor receives information during the performance of this Contract that a Covered Employee associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the Owner in writing within three (3) business days; and

5. if any employee associated with the work under this Contract is not a Covered Employee will make a reasonable effort to ensure that the reasons the employee is determined not to be a Covered Employee will continue to exist throughout the time the contracted services are provided.]

PAGE 20

§ 3.5.3 The Contractor agrees to assign to the Owner at the Time of Final Completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from contractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents.

§ 3.5.4 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

§ 3.5.5 The warranties provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner.

§ 3.5.6 The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 3.5.2 and 3.5.3 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

§ 3.5.7 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least one (1) month prior to the expiration of the one (1) year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one (1) year warranty period, Contractor shall accompany the Owner and Architect on reinspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the reinspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) days of initial notification from Owner. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one (1) month prior to the expiration date, Contractor's warranty obligations described in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

§ 3.5.8 Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for Work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

the later of the date the Work is completed or corrected and accepted by the Owner and Architect or the date of final payment.

The Contractor ~~shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.
PAGE 21

§ 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 performing its obligations hereunder, the Contractor shall fully comply with all applicable laws, ordinances, rules, regulations, lawful orders and decrees of all applicable authorities, and when requested shall furnish evidence satisfactory to the owner of such compliance.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The Contractor agrees to indemnify, defend and hold harmless the Owner, its trustees, officers, representatives, agents and employees from and against all claims, fines, penalties, or liabilities from or arising out of such Work, or based upon the actual or asserted violation of any laws, ordinances, rules, regulations, orders or decrees applicable to such Work.

~~**§ 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 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~

§ 3.7.4 Concealed or Unknown Conditions. Claims for Concealed or Unknown Conditions.

Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract sum, or both. The Contract Time and the Contract Sum bid by Contractor shall be deemed to include all costs of and time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if conditions are encountered at the site which are concealed physical conditions which were not known to the Contractor and which differ substantially from those indicated in the Contract Documents, then the Contractor shall notify the Owner and the Architect of such conditions promptly before conditions are disturbed, and in no event more than three (3) days after first observation of the conditions. The Architect will promptly investigate such

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

conditions and report its findings to the Owner. If the Owner and the Contractor cannot agree on an adjustment to the Contract Sum or Contract Time, the adjustment shall be subject to mediation pursuant to Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract ~~Sum and Contract~~ Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 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. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

PAGE 22

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness.~~within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three (3) written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value for the Owner.

...

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion.

§ 3.9.2 ~~The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~Contractor shall furnish a list to the Architect of all engineers, consultants, job-site superintendents, Subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner.

.1 The Owner may reject or require removal of any engineer, consultant, job superintendent, or employee of the Contractor, Subcontractor or Sub-subcontractor involved in the Project.

.2 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

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

.3 The Owner reserves the right to utilize one or more of its employees to function in the capacity of the Owner's inspector, whose primary function will be daily inspections, checking pay requests, construction timelines, and storage of supplies and materials.

§ 3.9.3 The ~~Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~Owner shall be notified not less than twenty-four (24) hours before any time that superintendent will not be present at the site for any reason except 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, the Contractor is subject to being back charged in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) for each day.

PAGE 23

§ 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.~~contractor's initial constructions schedule for the Work utilizing critical path method scheduling techniques. The initial schedule shall not exceed the time limits set forth in the Contract Documents. The initial schedule shall thereafter be updated on a monthly basis and submitted with each application for payment. The receipt of an updated schedule with each application for payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6.

.1 Each schedule shall break the Work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect. Each schedule activity shall be assigned a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project case flow for the Project.

.2 Each schedule shall include activities representing manufacturing, fabrication, or ordering lead time for materials, equipment, or other items for which the Architect is required to review submittals, shop drawings, product data, or samples.

.3 Each schedule, other than the initial schedule, shall indicate the activities, or portions thereof, which have been completed; shall reflect the actual time for completion of such activities; and shall reflect any changes to the sequence or planned duration of all activities.

.4 If any updated schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated schedule a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect.

.5 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

.6 Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

PAGE 24

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 3.10.3 ~~The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.~~Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5.

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5 If reasonably required by Owner, Contractor shall also prepare and furnish project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.

§ 3.10.6 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

...

§ 3.11.1 Contractor shall make available, at the Project site, job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project. Contractor shall make such reports and records available to inspection by the Owner, Architect, or their respective agents.

PAGE 25

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall ~~be entitled to rely upon the adequacy and accuracy~~ not be responsible for the adequacy of the performance and design criteria ~~provided~~ specified in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

PAGE 26

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

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. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

...

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the ~~Contract.~~ Contract and shall, not less than two times each week, clean up by removing rubbish, including old and surplus materials. 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.~~materials, and shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction. Contractor shall clean exterior gutters, drainage, walkways, driveways and roofs of debris.

...

§ 3.15.3 The Contractor shall be responsible for damaged or broken glass, and at completion of the Work, shall replace such damaged or broken glass.

PAGE 27

§ 3.16.1 Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

...

§ 3.18.1 ~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~**TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WAIVES AND RELEASES ALL CLAIMS AGAINST AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, OWNER'S CONSULTANTS, THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE:(1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN**

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF OWNER, OWNER'S CONSULTANTS, THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER, OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 3.18.2 ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~**IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 3.18 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 ACT OR INSURANCE , DISABILITY ACTS OR INSURANCE OR OTHER EMPLOYEE BENEFIT ACTS OR RELATED INSURANCE**.

§ 3.18.3 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND OWNER, THAT THE INDEMNITY IS PROVIDED FOR IN THIS SECTION AS TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S TOOLS AND EQUIPMENT AND RENTAL ITEMS, IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF OWNER'S OWN NEGLIGENCE, AND THAT OF OWNER'S CONSULTANTS, THE ARCHITECT AND ARCHITECT'S CONSULTANTS WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE LOSS OR DAMAGE. PROVIDED HOWEVER, THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 3.18.4 Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives or the Architect pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

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

§ 3.19 REPRESENTATIONS AND WARRANTIES

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

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

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

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

.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 BUSINESS STANDARDS

§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 ANTITRUST VIOLATION

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

PAGE 29

§ 4.1.2 ~~Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~[Paragraph Deleted.]

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the ~~Architect issues the final Certificate for Payment.~~ Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

...

§ 4.2.6 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

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. Certain portions of the Work will be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall govern if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.
PAGE 30

§ 4.2.9 The Architect and the Owner 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.

...

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. ~~When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.~~

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract ~~Documents.~~Documents and not expressly overruled in writing by the Owner.

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

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

PAGE 31

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.2 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 contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

...

.1 assignment is effective only after termination of the Contract by the Owner ~~for cause pursuant to Section 14.2~~ and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

PAGE 32

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ may, in the Owner's sole discretion, be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

...

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this ~~Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.~~Contract.

...

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. ~~The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.~~

PAGE 33

§ 7.1.4 On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost (0% for change orders to be paid out of any contingency allowance).

.2 For the Contractor, for the Work performed by the Contractor's Subcontractors, four percent (4%) of the amount due the Subcontractors (0% for the change orders to be paid out of any contingency allowance).

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.

.4 The costs to which the above percentages shall be applied will be determined in accordance with Section 7.3.7.

.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including quantities and unit costs of labor and materials extended and totaled.

...

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

PAGE 34

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in ~~the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ Section 7.1.4. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

...

.4 Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the ~~change.~~change only if the adjustment causes an extension of the Contract Time.

...

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost ~~as confirmed by the Architect.~~ plus overhead and profit as set forth in Section 7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

PAGE 35

§ 8.1.2 The date of commencement of the Work ~~is the date established in the Agreement.~~shall be the first business day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

~~**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.~~

§ 8.1.3.1 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

...

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

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

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

...

§ 8.2.4 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor any or all liquidated damages due Owner in accordance with the Contract Documents.

§ 8.2.5 Paragraph Deleted.

§ 8.2.6 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.7 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3.1 ~~If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.~~The Owner, except as provided for in this Section 8.3.1, shall not be liable to the Contractor for delay to the Contractor's Work by the act, neglect or default of the Owner or the Architect, or by reason of fire, act of God, riot, strike, action of workmen or others, or any cause beyond the Owner's control. Should the Owner or Architect delay the Contractor in the Work, Contractor shall receive an extension of time for completion equal to the delay if a written claim is made within forty-eight (48) hours, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for such Owner-caused delays.

PAGE 36

§ 8.3.3 This ~~Section 8.3~~ Agreement does not ~~preclude~~ permit recovery of damages for delay by ~~either party under other provisions of the Contract Documents.~~the Contractor for delay, disruption or acceleration. Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time.

...

§ 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. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract.

...

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 to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the ~~Architect,~~ Architect or the

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment,~~ In accordance with the requirements of Section 5.1.3 of the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and ~~shall reflect retainage if provided for in the Contract Documents.~~shall reflect. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

...

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

§ 9.3.2 ~~Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~Except as otherwise agreed in writing, executed by the Owner and Contractor prior to delivery of material and equipment, the Contractor is not entitled to payment for material and equipment delivered and stored on site or off site. The Owner may, in the Owner's sole discretion, agree to make payment for materials stored on site or off site and may, as a condition precedent to the grant of such consent, establish reasonable procedures and requirements (including provision of additional insurance at Contractor's sole expense) with which Contractor must comply.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY 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 In each Request for Payment, Contractor shall certify that there are no known mechanics' or materialmens' liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filling of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 9.5.1 The Architect or the Owner 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

PAGE 38

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~

.7 repeated failure to carry out the Work in accordance with the Contract ~~Documents.~~ Documents;

.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;

.9 evidence of financial inability to perform the Contract fully;

.10 failure to submit record documents required by the Contract; or

.11 failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 ~~When either party disputes the Architect's~~ If the Contractor disputes the Architect's or the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, ~~that party~~ the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

...

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within twenty-one (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 his Surety from any obligations under the Contract Documents.

§ 9.6.2 The Contractor ~~shall pay each Subcontractor, no later than seven days after~~ shall, within ten (10) days following receipt of payment from the Owner, ~~the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.~~ pay all undisputed bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

PAGE 39

§ 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~~

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

~~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.~~The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253.

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect and approved by the Owner or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended ~~use.~~use; provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

...

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and the Owner 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, 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.

.1 If, in Architect's opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

PAGE 40

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

...

§ 9.9.3 Unless ~~otherwise agreed upon,~~ expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

...

§ 9.10.1 ~~Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract~~ When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment ~~stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance 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.~~certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

§ 9.10.2 ~~Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills~~ The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that the payrolls, invoices for materials and equipment, and other ~~indebtedness~~ liabilities connected with the Work for which the Owner or the Owner's property might be responsible ~~or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may~~ have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to ~~indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~discharge any such lien or indemnify the Owner from liability

§ 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~~

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

~~Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it~~ The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. The Final Payment shall not constitute a waiver of ~~Claims.~~any claims by the Owner.

§ 9.10.4 ~~The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~

~~.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~

~~.2 failure of the Work to comply with the requirements of the Contract Documents;~~

~~.3 terms of special warranties required by the Contract Documents; or~~

~~.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~[Paragraph Deleted.]

PAGE 41

§ 9.11 AUDIT

Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

...

.1 Contractor's employees, agents, and Subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol-free work place while performing the Work.

.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988).

.5 Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

PAGE 42

.1 employees on the ~~Work~~ Work, school personnel, students and other persons on the Owner's premises and other persons who may be affected ~~thereby;~~thereby, which protection shall include the installation

of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;

...

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

...

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of ~~explosives or~~ other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified ~~personnel.~~personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

§ 10.2.5 ~~The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.~~**CONTRACTOR SHALL HOLD OWNER HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS ON OR OFF THE SITE AND/OR IN TRANSIT AS REFERRED TO IN CLAUSE 10.2.1.2 EVEN IF SUCH LOSS OR DAMAGE RESULTS FROM OWNER, OWNER'S CONSULTANT'S, OR ARCHITECT'S NEGLIGENCE. AS TO PROPERTY REFERRED TO IN CLAUSE 10.2.1.3, CONTRACTOR SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGE IS CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER, OWNER'S CONSULTANTS OR ARCHITECT. THE FOREGOING OBLIGATIONS OF THE CONTRACTOR ARE IN ADDITION TO HIS OBLIGATIONS UNDER SECTION 3.18; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ 3 days after discovery. The notice shall provide

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

...

§ 10.3.3 To the ~~fullest extent permitted by law,~~ extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

...

§ 10.3.6 ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~[Paragraph Deleted.]

PAGE 44

§ 11.1.1 The Contractor shall ~~purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in~~ carry and maintain in force insurance described below. Prior to execution of the Contract, the Contractor shall procure insurance coverage in the types and amounts as follows:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	$1,000,000.00
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	$1,000,000.00 each person
Products and Completed Operations	$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage	$1,000,000.00 each occurrence $2,000,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
Automobile Liability:	
Bodily Injury/Property Damage	$1,000,000.00 combined single limit

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Property Damage	$1,000,000.00 each occurrence
Umbrella or Excess Liability	$2,000,000.00 each occurrence/aggregate

~~the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

All Risk Builders Risk against the perils of fire, lightening, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.

§ 11.1.2 The ~~Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

§ 11.1.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~The General Liability and Automobile so issued in the name of Contractor shall also name the Owner as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

§ 11.1.4 ~~**Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1.

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

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

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

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

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

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

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

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

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

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

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

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

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

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

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC Rule §(a)(7)]

§ 11.1.10 The Owner and Contractor shall waive all rights against (1) each other and the Contractors, Subcontractors, agents and employees each of the other, and (2) the Architect and separate Contractors, if any, and their contractors, Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Section 3.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, contractors and Subcontractors by appropriate agreements, written where legally required for validity, similar waivers, each in favor of all other parties enumerated in this Section 11.1.10.

§ 11.2 Owner's Insurance [Paragraph Deleted.]

~~**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In~~

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

~~the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.~~ ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

§ 11.3 Waivers of Subrogation [Paragraph Deleted.]

~~§ 11.3.1~~ ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~§ 11.3.2~~ ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT

§ 11.4.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project.

Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code or, in the case of a Construction Manager, as required by Article 8 of the AIA Document A133-2009.

§ 11.4.4 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.5 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.6 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.7 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

§ 11.4.8 By inclusion of this Section 11.4.8 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

§11.5 Adjustment and Settlement of Insured Loss [Paragraph Deleted.]

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor~~

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

~~shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

PAGE 48

§ 12.1.1 If a portion of the Work ~~is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.~~has been covered and the Architect has specifically requested to see such Work, or if any known deficiencies exist, or the Contract Documents specifically request inspection prior to its being covered, the Architect may request to see that Work and it shall be uncovered by the Contractor. If the Work is not in accordance with the Contract Documents, it must be corrected and covered at the expense of the Contractor. If the Work is according to the Contract Documents, the cost to restore cover on the Work is at the sole expense of the Contractor.

...

§ 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.

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

PAGE 49

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fail to conform with the requirements of this Agreement that appear in the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Clause 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by 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.

§ 12.2.9 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

...

The Contract shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal~~

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

~~Arbitration Act shall govern Section 15.4.~~laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

PAGE 50

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. ~~Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals.~~ Except for tests, inspections and approvals required to be provided by the Contractor in the Contract Documents, the Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

Payments due and unpaid under the Contract Documents shall bear interest ~~from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.7 CONTRACTORS RECORDS

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.7.3 Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner.

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this agreement.

PAGE 51

§ 14.1.1 ~~The Contractor may terminate the Contract if~~ If the Work is stopped for a period of ~~30~~ thirty (30) consecutive days through no act or fault of the ~~Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees,~~ Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the ~~Work, for any of the following reasons:~~Work under direct or indirect contract with the Contractor, for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

...

.3 Because ~~the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made~~ the Owner has not made a payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~[Subsection Deleted.]

§ 14.1.2 ~~The Contractor may terminate the Contract if,~~ If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is ~~less.~~less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment ~~for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ in an amount which would have been recoverable had the termination been for the Owner's convenience.

PAGE 52

.2 fails to make payment to Subcontractors ~~or suppliers~~ for materials or labor in accordance with the respective agreements between the Contractor and the ~~Subcontractors or suppliers;~~Subcontractors;

...

.4 or any Subcontractor becomes insolvent, enters bankruptcy, receivership or other like proceeding; voluntary or involuntarily, or makes an assignment for the benefit of creditors; and the Contractor, within fifteen (15) days after receipt of notice from the Owner, fails to provide satisfactory evidence that the Contractor will either (i) perform the Work of such Subcontractor with the Contractor's own forces, in a timely manner, or (ii) replace the Subcontractor with another similarly qualified Subcontractor who is ready, willing and able to do such Subcontractor's Work in a timely manner

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

.5 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents; or

.6 otherwise is guilty of substantial breach of a provision of the Contract ~~Documents.~~Documents

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ 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:

...

.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.~~

In any such event, title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the contract Documents.

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. ~~The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~

PAGE 53

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~executed, for profit only on that portion of the Work executed, and reasonable costs of demobilization.

...

§ 15.1.2 Time Limits on Claims

~~**The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.**~~[Paragraph Deleted.]

...

§ 15.1.3.1 Claims by ~~either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall~~ the Contractor, must be initiated within 21 days after occurrence of the event giving rise to such ~~Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~Claim. Claims must be initiated by written notice to the Architect and the Owner.

...

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the ~~Initial Decision Maker's~~ Owner's decision, subject to the right of ~~either party~~ the Contractor to proceed in accordance with this Article 15.~~The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

PAGE 54

§ 15.1.6.2 ~~If adverse~~ The Contractor shall be entitled to an extension of the Contract Time for delays or disruptions due to unusually inclement weather in excess of that normally experienced at the job site. Such extension of time will be granted only if such unusual inclement weather prevented the execution of Work on normal working days. Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the records of the U.S. Weather Bureau Station at the location of the Work. If unusually inclement weather conditions are the basis for a ~~Claim~~ claim for additional time, such Claim shall be documented by data substantiating ~~that weather conditions were abnormal for the period of time,~~ such conditions, the fact that the same could not have been reasonably anticipated, and the fact that they had an adverse effect on the scheduled construction. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth day of the month following the month during which the delays or disruptions occurred.

~~**§ 15.1.7 Waiver of Claims for Consequential Damages**~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.7 CALCULATING CLAIMS FOR DAMAGES

Except as otherwise provided in this Agreement, in calculating the amount of any Claim recoverable by the Contractor, the following standards will apply:

.1 No indirect or consequential damages will be allowed.

.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

.4 No damages will be allowed for home office overhead or other home office changes or any Eichlay formula calculation.

§ 15.2.1 ~~Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision~~ Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any ~~Claim. If an initial decision has not been rendered within 30 days~~ Claim arising prior to the date final payment is due, unless thirty days have passed after the Claim has been referred to the ~~Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~Architect with no recommendation having been rendered by the Architect.

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten (10) days of ~~the~~ receipt of ~~a~~ the Claim take one or more of the following actions: (1) request additional supporting data from the ~~claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 ~~In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. ~~Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

§ 15.2.5 ~~The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~[Paragraph Deleted.]

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~[Paragraph Deleted.]

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~[Paragraph Deleted.]

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~**WAIVER OF LIEN**
It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

...

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~In the event that the Owner or the Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

§ 15.3.4 ~~The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts..

§ 15.3.5 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

§ 15.4 ~~Arbitration~~Immunity

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

§ 15.4.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~[Paragraph Deleted.]

§ 15.4.2 ~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~[Paragraph Deleted.]

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

§ 15.4.3 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~[Paragraph Deleted.]

§ 15.4.4 ~~**Consolidation or Joinder**~~ [Paragraph Deleted.]

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	**STR CONSTRUCTORS, LTD.**
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Chris Allen, Superintendent of Schools	T.R. "Rick" Kennedy III, President
(Printed name and title)	*(Printed name and title)*

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

Additions and Deletions Report for AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:34:53 ET on 06/13/2019 under Order No. 1439571919 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:34:53 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: CLOUD TEMPLATE 08-18-17 (1381200202)

Marble Falls ISD has and unyielding commitment to love every child and inspire them to achieve their fullest potential.

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
6.17.2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 6.5.2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Timeline and process for selection of offeror related to bond projects to improve drives and pavement at Marble Falls High School

Executive Summary:

Administration has worked with our architects and legal counsel to develop a time line (see supporting materials) that would allow some of the drives and pavement improvements associated with the bond program to be completed or nearly completed over the summer. The time line is ambitious and would require approval of the construction firm and associated contract in one read (the regular July Board meeting). Competitive Sealed Proposal (CSP) is the designated delivery method for these projects and because we are hoping for a one read approval, administration will be incorporating individual trustees (but not a quorum) in the CSP evaluation and selection process.

Fiscal Impact:

Cost:
- ( ) Recurring
- ( ) One-Time
- (•) No Fiscal Impact

Funding Source:
- ( ) General Fund
- ( ) Grant Funds
- ( ) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

Presentation

Submitted By:

Chris Allen

Board Approval Required: ( ) Yes (•) No

Revised 2.16.16

PACKAGE 1B – PARKING & DRIVES

Marble Falls High School*

*Re-seal, re-stripe, and intersection work is in PKG1A

CSP

PROJECT SCHEDULE

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

ISSUED: 5.31.2019

Key Dates:

Board Approval of Huckabee Contract.....January 22, 2019
Survey & SUE NTP .....January 24, 2019
Geotechnical Expectations Meeting .....January 25, 2019
AHJ (Marble Falls for MFHS, MFMS / Burnet Co for HLES) Intro & Meeting.....March 28, 2019

MFISD Last Day of School ..... May 31, 2019
MFISD School Board Meeting (Special).....June 3, 2019
MFISD School Board Meeting ..... June 17, 2019
MFISD School Board Meeting (Special)..... June 24, 2019
MFISD School Board Meeting ..... July 15, 2019

Construction Documents (CD) Phase

Internal QC Review (100%) .....June 10 - 11, 2019
Redlines to Team .....June 12, 2019
Issue for Permit and Bid..... June 14, 2019

Procurement, Negotiations and Award

Proposal Advertisement #1 (local) .....Friday, June 14, 2019
Proposal Advertisement #2 (Austin-American Statesman) .....Sunday, June 16, 2019
Proposal Advertisement #3 (local) .....Tuesday, June 18, 2019
Register projects with TDLR, submit Contract Documents ..... Week of June 17, 2019

Pre-Proposal Meeting (MFISD Board Room).....10:00 a.m. Tuesday, June 25, 2019
Written Question Due.....12:00 p.m. Friday, June 28, 2019
Addendum Issued..... Tuesday (end of day), July 2, 2019

Proposals Due .....2:00 p.m. Tuesday, July 9, 2019
Proposal Evaluation .....July 9, 2019
Board Ranking of Proposals and Action on Contract for Construction ..... Monday, July 15, 2019

Construction Administration

Issue Notice to Proceed for Construction .....Thursday, July 18, 2019
Pre-construction Meeting ..... July 19, 2019
Construction (91 days duration), generally:

- Mobilization, ORDER CANOPIES (long lead)
- Surveying & Site demolition
- Site Grading
- Site utilities & sleeves
- Site lighting
- Concrete paving & curbs / Concrete flatwork

PACKAGE 1B – PARKING & DRIVES

Marble Falls High School*

*Re-seal, re-stripe, and intersection work is in PKG1A

PROJECT SCHEDULE

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

ISSUED: 5.31.2019

- Asphalt paving, marking & striping
- Finish grading
- Irrigation & landscaping
- Pavement markings & signage
- Canopies foundation
- Canopy erection
- Canopy lighting

MFISD First Day of School ..... Wednesday, August 21, 2019
[INFO] PKG2 Board Approval of GMP and NTP..... September 16, 2019
[INFO] PKG1A Final Completion (HLES, MFMS, & MFHS) ..... October 17, 2019

Substantial Completion..... Thursday, October 17, 2019

- Stage of construction that is sufficiently complete, in accordance with the Contract Documents, so that the Owner may use the designated portion thereof for the intended purpose.
- (91) days construction duration; canopies SHOULD be erected within this timeframe.

Final Completion ..... November 14, 2019

Warranty Phase ..... October 18, 2019 – October 17, 2020

DRAFT

Procurement, Negotiations and Award

Proposal Advertisement #1 (local)	Friday, June 14, 2019
Proposal Advertisement #2 (Austin-American Statesman)	Sunday, June 16, 2019
Proposal Advertisement #3 (local)	Tuesday, June 18, 2019
Register projects with TDLR, submit Contract Documents	Week of June 17, 2019
Pre-Proposal Meeting (MFISD Board Room)	10:00 a.m. Tuesday, June 25, 2019
Written Question Due	12:00 p.m. Friday, June 28, 2019
Addendum Issued	Tuesday (end of day), July 2, 2019
Proposals Due	2:00 p.m. Tuesday, July 9, 2019
Proposal Evaluation	July 9, 2019
Board Ranking of Proposals and Action on Contract for Construction	Monday, July 15, 2019

Marble Falls ISD has and unyielding commitment to love every child and inspire them to achieve their fullest potential.

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
6.17.2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 6.5.2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Long Range Facilities Plan

Executive Summary:

To extend the work accomplished by the Facilities Panning Committee, a Long Range Facilities Plan Committee was formed to help generate a Long Range Facilities Plan (LRFP) for Marble Falls ISD. The draft of the LRFP was presented during the May Board meeting and it is now ready to be approved by the Board. A few changes were made to the plan which will be discussed during this presentation.

Fiscal Impact:

Cost:
- ( ) Recurring
- ( ) One-Time
- (•) No Fiscal Impact

Funding Source:
- ( ) General Fund
- ( ) Grant Funds
- ( ) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

Approved the Long Range Facilities Plan as presented.

Submitted By:

Chris Allen

Board Approval Required: (•) Yes ( ) No

Revised 2.16.16

Long Range Facilities Plan Changes

- Middle school preferred maximum enrollment of 1100 students on page 23.
- Capacity vs. Future enrollment chart added on page 23
- Adjustment to map on page 24 shows potential future school east of Spicewood Elementary School.

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
June 17, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 6/10/2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Approval of Geotechnical Engineering Services

Executive Summary:

Consideration and possible action to select the most highly qualified provider of construction materials engineering and verification testing services for Marble Falls ISD Parking and Drives Package 1A, 1B, and 2, and delegate authority to the Superintendent to negotiate a proposed contract to present to the Board for further consideration and action.

Fiscal Impact:

Cost:
- ( ) Recurring
- (•) One-Time
- ( ) No Fiscal Impact

Funding Source:
- ( ) General Fund
- ( ) Grant Funds
- (•) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

Administration recommends that the Board of Trustees select Raba Kistner as the most highly qualified provider of construction materials engineering and verification testing services for the Marble Falls ISD Parking and Drives Package 1A, 1B, and 2 and delegate authority to the Superintendent to negotiate a proposed contract to present to the Board for consideration and action.

Submitted By:
Dr. Jeff Gasaway

Board Approval Required: (•) Yes ( ) No

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
June 17, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 6/11/2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
HVAC and LED Project Contract - Phase 2

Executive Summary:

Marble Falls ISD and E3/TASB began significant work on the HVAC system at Marble Falls High School and Highland Lakes Elementary School beginning on June 3rd as part of the contract approved in April 2019. The remaining campuses were excluded from the first contract to expedite the process to begin work. The remaining work will take place at Marble Falls Middle School, Marble Falls Elementary, Falls Career High School, Administration Building, Curriculum Building, Technology Building, Granite Building, Maintenance Building, and Colt Elementary.

The cost of this project will be $2,735,899. This will bring the total cost of the HVAC projects to $7,715,788.

Fiscal Impact:

Cost:
- ( ) Recurring
- (•) One-Time
- ( ) No Fiscal Impact

Funding Source:
- ( ) General Fund
- ( ) Grant Funds
- (•) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- (•) Yes
- ( ) No

Administration's Recommendation:

First Read Only

Submitted By:

Dr. Jeff Gasaway

Board Approval Required: ( ) Yes (•) No

Revised 2.16.16

Marble Falls Phase 2 contract

Contract additions to fill out AIA Document A141- 2014 Exhibit A- Design-Build Amendment

Page 1: dated the FIFTEENTH day of JULY in the year TWO THOUSAND NINETEEN

The PROJECT: 2018 Bond HVAC and LED Project

(Phase 2)

The OWNER:

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

The DESIGN-BUILDER

E3 Entegral Solutions, Inc.
2040 Highland Village Road, Suite 100
Highland Village, Texas 75077
Phone: 972-325-1919
Fax: 972-325-1920

A.1.1- Choose Stipulated Sum at the compensation method

A.1.2.1- The Stipulated Sum shall be TWO MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS ($2,735,899.00), subject to authorized adjustments as provided in the Design-Build Documents. The Stipulated Sum is comprised of the following elements: 1) Middle School HVAC: $765,230; 2) Middle School Controls: $151,224; 3) Elementary HVAC: $1,205,664; 4) Elementary Controls: $99,474; 5) Administration Complex HVAC: $301,433; 6) Administration Complex Controls: $45,054; 7) Technology HVAC: $92,503; 8) Technology Controls: $28,717; 9) Maintenance HVAC: $14,000; 10) Maintenance Controls: $2,600; 11) Colt Elementary Retrocommissioning: $30,000

A.2.2- The Design-Builder shall achieve Substantial Completion of the Work not later than TWO HUNDRED NINETY (290) days from the date of this Amendment,

A.3.1.1 Exhibit 2 to AIA A141-2014 for the Project

Marble Falls Independent School District Prevailing Wage Schedule (With Fringes)

A.3.1.2 and A.3.1.3 Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages)

A.3.1.6 Included in the Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages)

A.3.1.8 Fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) drawings and specifications shall be submitted for Owner and Independent Representative Review and approval.

A.4.1.1 None

A.4.1.2 Project Manager

Nathan Snell: Phone: 469-744-0227; e-mail: nsnell@e3es.com

A.4.1.3 Others

Donald Todd: Phone: 214-837-4436; e-mail: dtodd@e3es.com

Will another TASB ESA be required for the Phase 2 project?

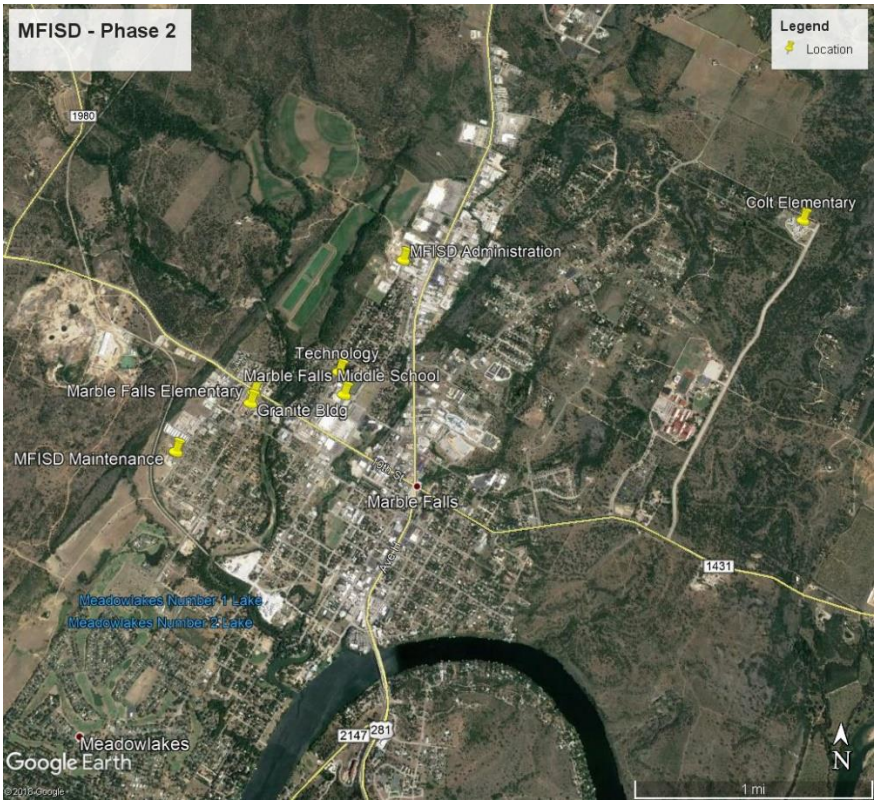
Should E3 and TASB submit a separate 1295 form for the Phase 2 project?

EXHIBIT 1: PROJECT DESCRIPTION

HEATING, VENTILATION & AIR CONDITIONING (HVAC) SYSTEM REPLACEMENTS

The goal of the project is to replace Marble Falls ISD's heating, ventilating, and air conditioning (HVAC) equipment that is more than 10 years old, in order to eliminate the units that are still using R-22 refrigerant, and to improve energy efficiency. E3 will remove the existing HVAC equipment, and furnish and install new systems on a like-for-like basis that meet or exceed the 2015 International Energy Conservation Code. This phase of the project deals specifically with the HVAC systems at:

- **MF Middle School** - 1511 Pony Circle, Marble Falls, TX 78654
- **MF Elementary School** - 901 Avenue U, Marble Falls, TX 78654
- **Administration Complex** - 1800 Colt Circle, Marble Falls, TX 78654
  - **Administration Building**
  - **Curriculum Building**
  - **Falls Career High School**
  - **Portable Buildings**
- **Technology Building** - 1511 Pony Circle, Marble Falls, TX 78654
- **Granite Building** - 901 Avenue U, Marble Falls, TX 78654
- **Maintenance Building** – 306 Industrial Blvd, Marble Falls, TX 78654
- **Colt Elementary** – 2200 Manzano Mile Marble Falls, TX 78654



MFISD Middle School

Background

The Middle School Campus consists of several buildings, and totals nearly 188,000 square feet. The HVAC system in all buildings consists of consist of air-cooled direct expansion (DX) splits systems and package units. The work for this project is restricted to the 6th Grade Buildings, the 7th Grade area, the Cafeteria, and the Kitchen (see Figure 1). The existing Building Automation System (Alerton) will be expanded to include the units retrofitted in this project.

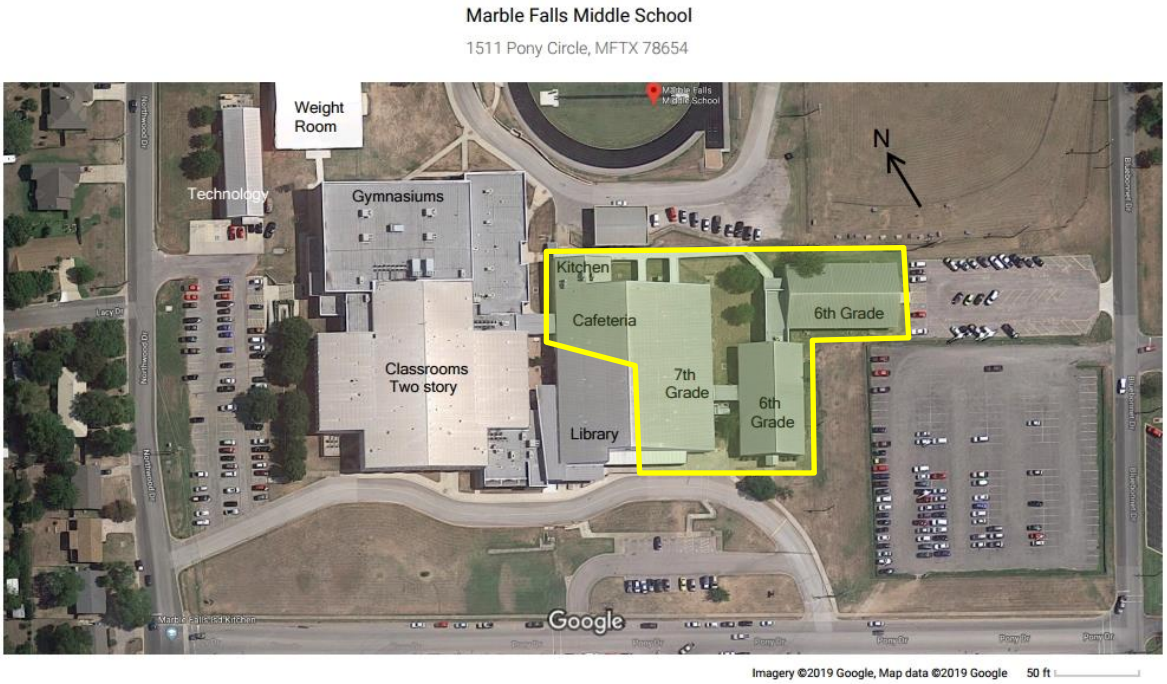


Figure 1: Marble Falls Middle School Aerial View

6th Grade, 7th Grade, Cafeteria/Kitchen

E3 will provide and install air-cooled heat pump systems including condenser and evaporator units as shown in Table 1 and Figure 2.

Table 1 – Middle School HVAC Equipment

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
B01*	Carrier	25HCE448A300	4	7
B02	Trane	TWP048C100A3	4	7
B03	Lennox	TSA060S2N41Y	5	9
B04	Lennox	TSA036S2N41Y	3	5
B05	Lennox	TSA036S2N41Y	3	5
B06	Lennox	TSA060S2N41Y	5	9
B07	Lennox	13ACD-024-230-05	2	5
B08	Lennox	13ACD-024-230-05	2	5
B09	Trane	TWP048C100A3	4	7
B10	Lennox	13HPD-030-230-1	2.5	5
B11	Trane	TWP024C100A3	2	5
B12	Trane	TWP048C100A3	4	7
B13	Trane	TWP024C100A3	2	5
B14	Trane	TWP060C100A5	5	9
B15	Trane	TWP060C100A5	5	9
B16	Trane	TWP048C100A3	4	7
B17	Trane	TTA120B300BC	10	20
B18	Trane	TTA240B300BD	20	50
B19	Trane	TTA240B300BD	20	50
B20	Trane	TTA240B300BD	20	50
C1	RUUD	UPMD-036JAZ	3	5
C2	RUUD	UPKA-030JAZ	2.5	5
C3*	Carrier	25HCE436A310	3	5
C4	RUUD	UPMC-036JAZ	3	5
C5	RUUD	UPMC-036JAZ	3	5
C6*	Carrier	25HCD336A310	3	5
C7	RUUD	UMPD-036JAZ	3	5
C8	RUUD	UPKA-048JAZ	4	7
C9*	Carrier	25HCD336A310	3	5
D1	RUUD	UPMC-036JAZ	3	5
D2	RUUD	UPKA-035JAZ	3	5
D3	RUUD	UPKA-031JAZ	2.5	5
D4	RUUD	UPMC-036JAZ	3	5
D5	RUUD	UPMC-036JAZ	3	5
D6	RUUD	UAKA-037JAZ	3	5
D7*	Carrier	25HCE448A300	4	7
D8	RUUD	UAKA-037JAZ	3	5
L1*	Lennox	13HPD-024-230-01	2	5
L2*	Lennox	TSA060S2N41Y	5	9
L3*	Lennox	TSA060S2N41Y	5	9
MAU*	Engineered Air	FWA295/DJE40/0	-	

Notes: * unit is less than 10 years old and will not be replaced



Figure 2: Middle School Work Area

6th Grade Buildings OA

E3 will also furnish and install new outside air energy recovery ventilators (ERV) and ductwork to supply treated outside air to C-Wing and D-Wing ((6th Grade buildings) air handling units as shown in Figure 3 for D Wing, and Figure 4 for C Wing. Duct work will be installed above the AHU plenum which is located above the hallway drop ceiling (see also Figure 5).

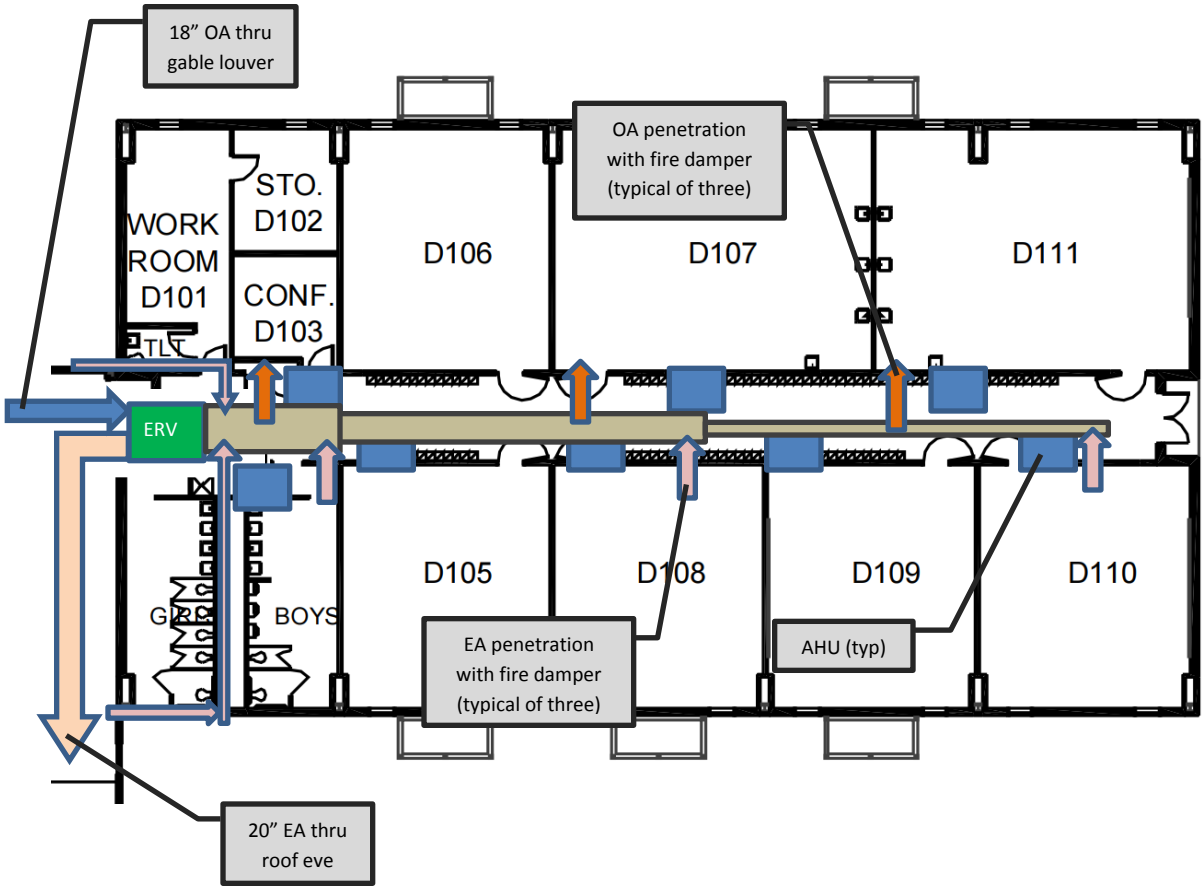


Figure 3: D Wing Ventilation Layout

Note: AHUs are shown in approximate location along the hallway but are mounted completely inside the AHU plenum above the hallway. See also Figure 5.

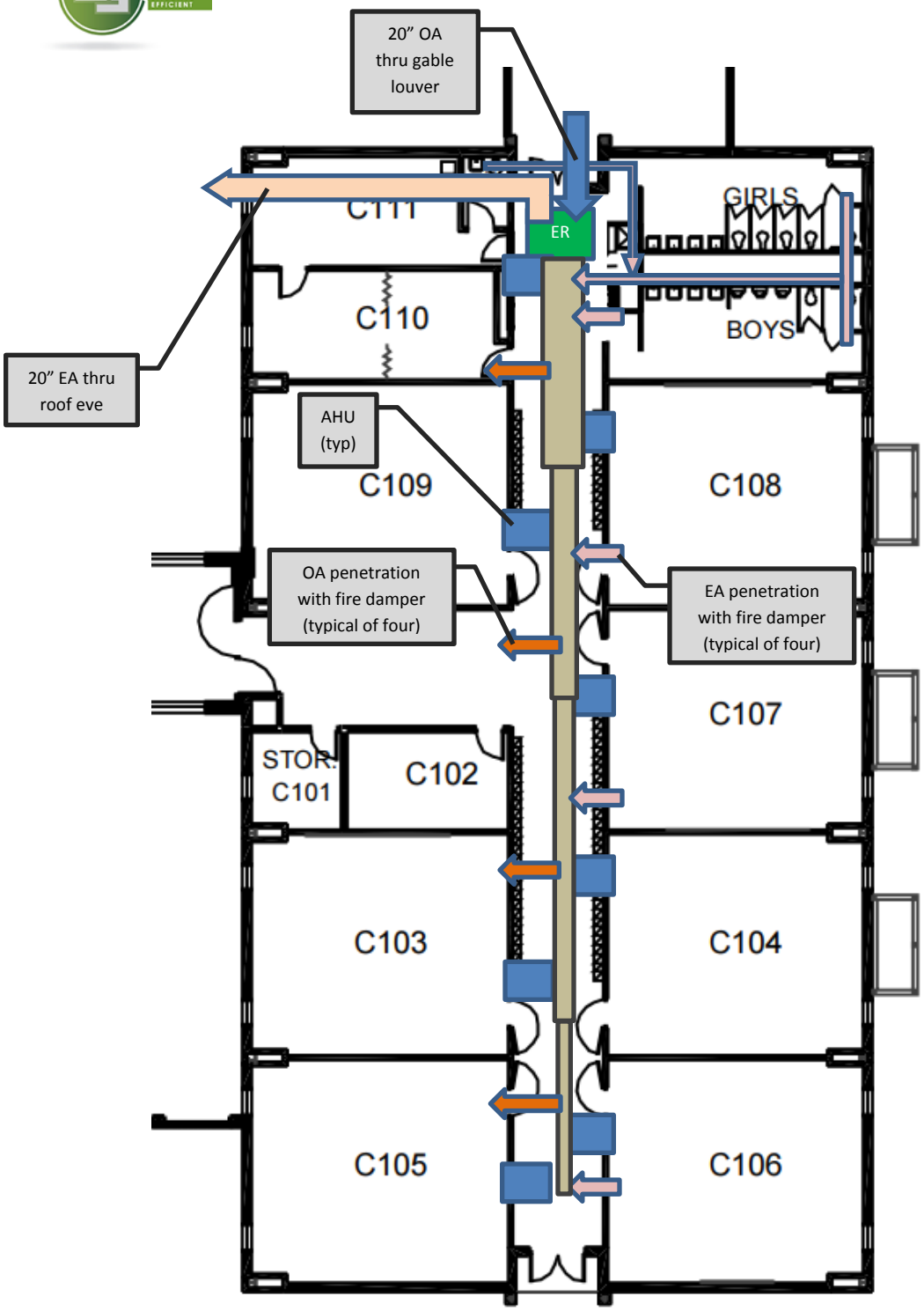


Figure 4: C Wing Ventilation Layout

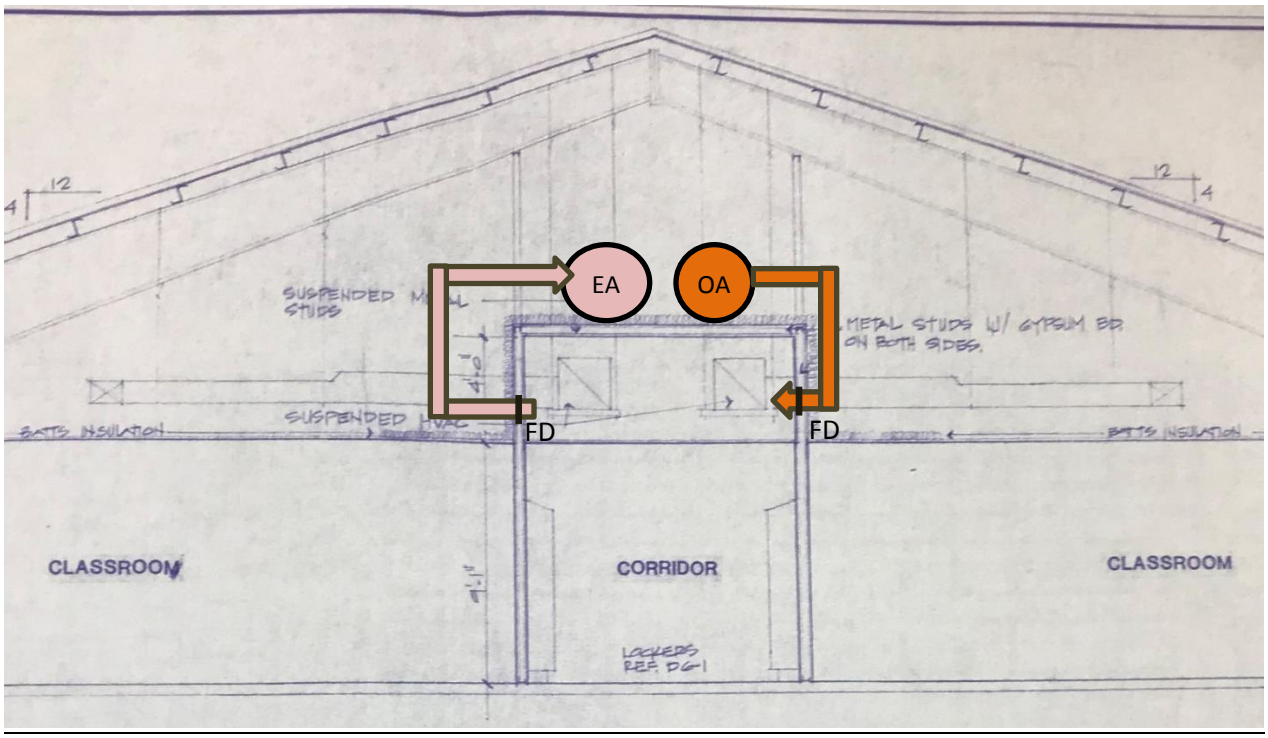


Figure 5: C/D Wing Section

MFISD Elementary School

Background

The Marble Falls Elementary School Campus (Figure 6) consists of several connected buildings, and totals nearly 106,000 square feet. The HVAC system in all buildings consists of DX splits and package. The existing Building Automation System (Alerton) will be expanded to include the units retrofitted in this project.

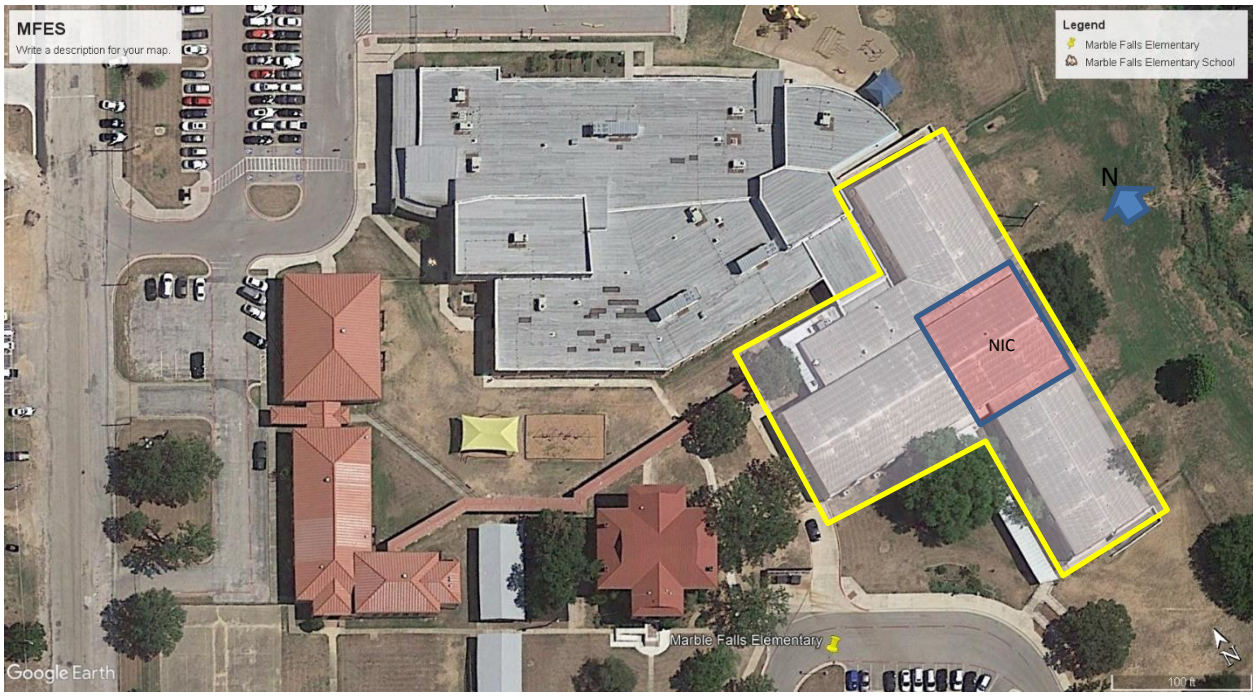


Figure 6: Marble Falls Elementary School Aerial View

The work for this project is restricted to the ends of the D Wing building, the Cafeteria, and the Kitchen. See Figure 7 for area's floorplan



Figure 7: Elementary School Work Area

E3 will demo and remove the existing ductwork serving the Kitchen and will furnish and install new double-walled ductwork and diffusers to match existing.

E3 will furnish and install new Split DX heat pump units to match existing. See Table 2 for sizes and Figure 7 for locations. Condensing units 8 through 14 are to be relocated to the west side of the D-Wing next to CUs 4-7 and 15-18.

For the Cafetorium units, E3 will furnish and install three 5-ton package heat pumps on the exterior of the building in place of the two 7.5-ton split system units. The supply duct will run on the outside and will

penetrate the wall just under the main roof beam. The supply ductwork will transition above ceiling and will distribute the air to six diffusers for each unit. The return air filter grille will be located near the floor by each unit.

E3 will furnish and install new OA ERVs and supply/return duct at each end of the D Wing to serve the classrooms. Supply duct to each room will have a manual balancing damper and will terminate near AHU return air opening. See Figures 8 and 9.

E3 will furnish and install sprayed polyurethane foam (SPF) to underside of floor slab for entire D Wing. SPF shall be minimum of 1.5 inches thick. Bird netting will be attached to underside of D Wing to protect new SPF.

Table 2 – Elementary HVAC Units

Tag	Room	Make	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1	Cafetorium	Lennox	LSA090P-1Y	7.5	10
2	Cafetorium	Lennox	LSA090P-1Y	7.5	10
3	Stage	Lennox	HP26-060-9Y	5	9
4	D113	RUUD	UPKA-042CAZ	3.5	5
5*	D115	Carrier	25HCD336A500	3	5
6	D116	RUUD	UPKA-042CAZ	3.5	5
7*	D119	Carrier	25HCE436A510	3	5
8	D118	RUUD	UPKA-042CAZ	3.5	5
9	D116	RUUD	UPKA-042CAZ	3.5	5
10*	D114	Carrier	25HCD336A500	3	5
11	D112	RUUD	UPKA-042CAZ	3.5	5
12	D106	RUUD	UPKA-036CAZ	3	5
13	D104	RUUD	UPKA-037CAZ	3	5
14*	D102	Carrier	25HCD336A500	3	5
15	D101	RUUD	UPKA-037CAZ	3	5
16	D103	RUUD	UPKA-037CAZ	3	5
17	D105	RUUD	UPKA-037CAZ	3	5
18	D121-D123	RUUD	UPKA-060CAZ	5	9

Notes: * unit is less than 10 years old and will not be replaced



Figure 8: North D-Wing Outside Air

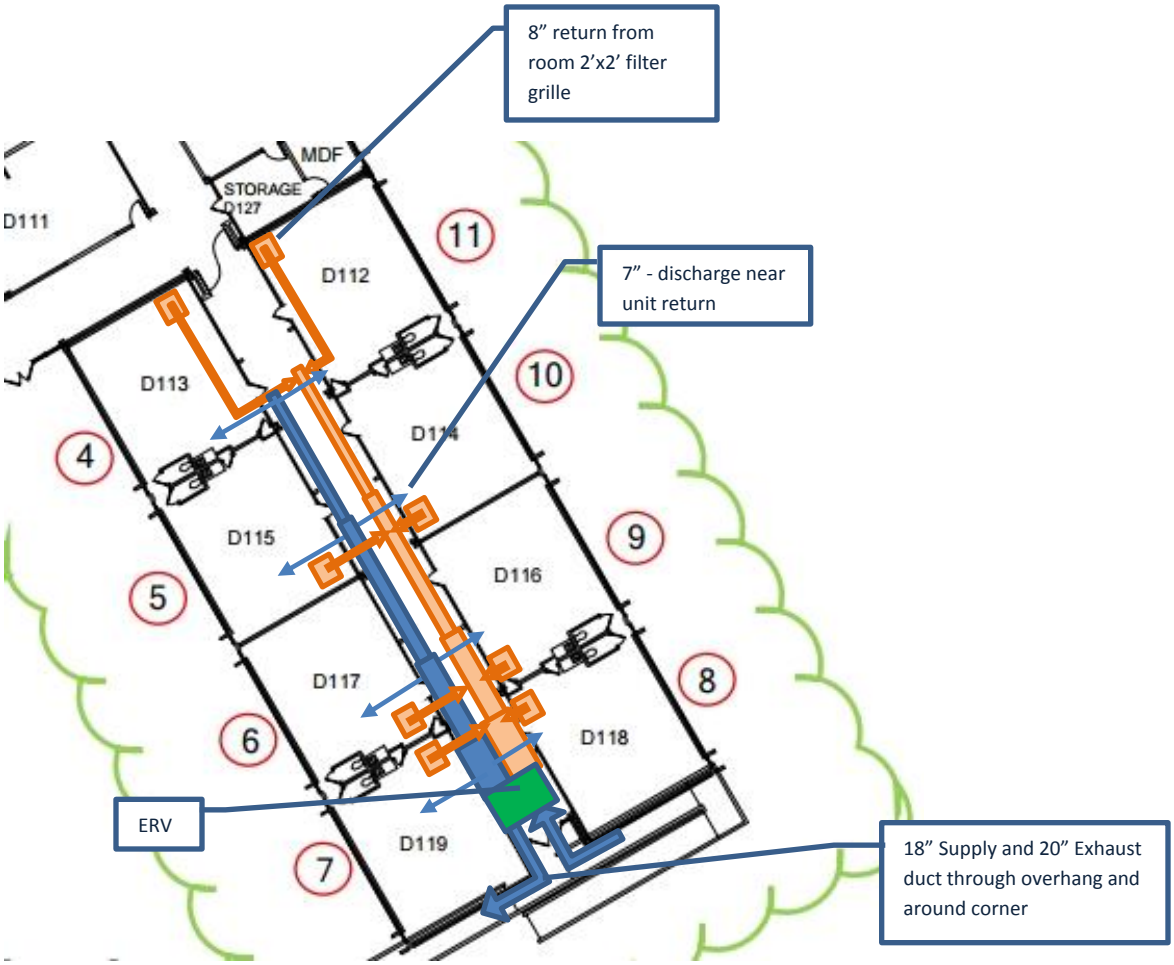


Figure 9: South D-Wing Outside Air

Administration Complex

The Administration complex (Figure 10) consists of three permanent and four portable buildings, and totals approximately 48,600 square feet. The permanent buildings are the Administration Building, the Falls Career High School, and the Curriculum Building.

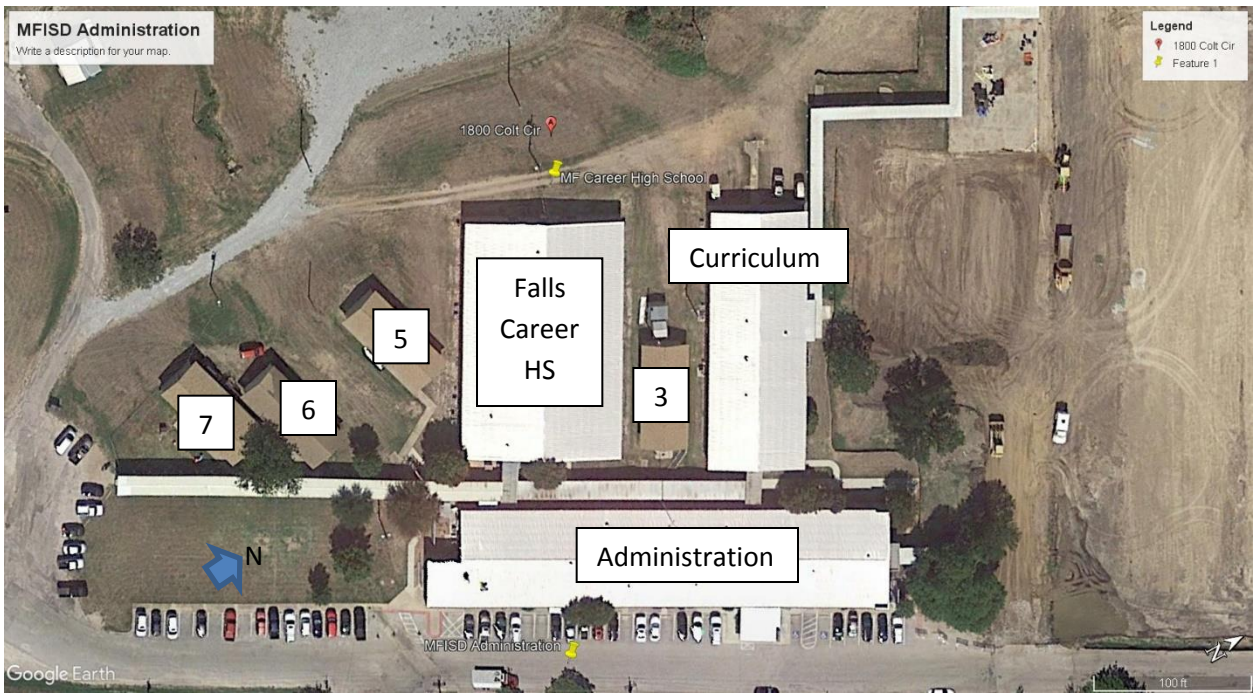


Figure 10: Administration Complex – Aerial View

Administration Building

E3 will furnish and install new Split DX units to match existing. See Table 3 for sizes and Figure 11 for locations.

Table 3 – Administration Building HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1*	LENNOX	XP16-036-230-04	3	5
2*	LENNOX	XP16-024-230-04	2	3
3*	LENNOX	XP16-024-230-04	2	3
4*	LENNOX	XP16-036-230-04	3	5
5*	LENNOX	XP16-036-230-04	3	5
6*	LENNOX	XP16-024-230-04	2	3
7*	LENNOX	XP16-048-230-04	4	7
8*	LENNOX	XP16-048-230-04	4	7
9*	LENNOX	XP16-036-230-04	3	5
10*	LENNOX	XP16-060-230-04	5	9
11	ALLEGIANCE	7Q0060Q100Q0	5	9
12*	DIAKIN	RX12FAVJU	1	
13*	LENNOX	XP16-060-230-04	5	9

Notes: * unit is less than 10 years old and will not be replaced

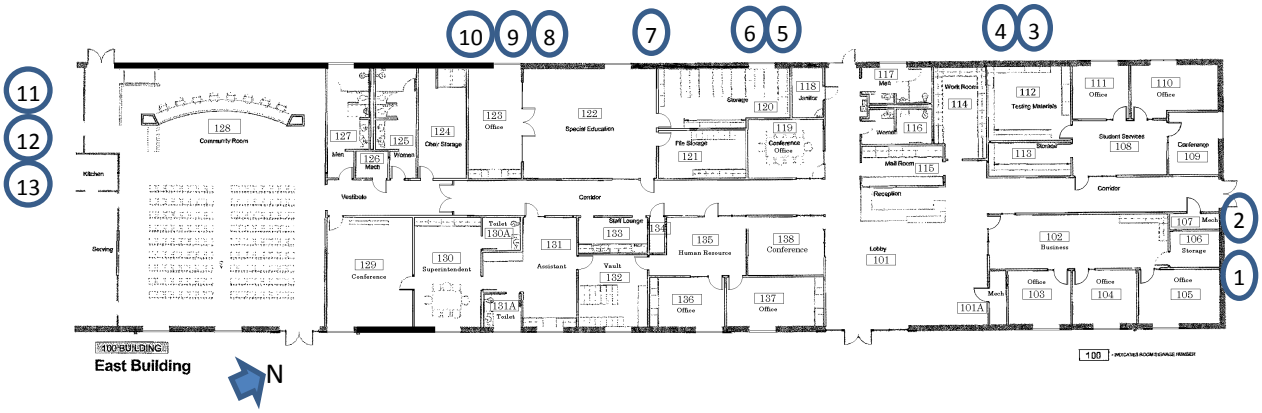


Figure 11: Administration Building – Floorplan

Curriculum Building

E3 will furnish and install new Split DX units to match existing. See Table 4 for sizes and Figure 12 for locations.

Table 4 – Curriculum Building HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1*	LENNOX	XP16-036-230-04	3	6
2*	LENNOX	XP16-036-230-04	3	6
3	RUUD	UAKA-037JAZ	3	6
4	RUUD	UAMB-042CAZ	3.5	6.8
5	CARRIER	HCBA-F060SA	5	6.8
6*	LENNOX	XP16-036-230-04	3	6
7*	LENNOX	XP16-036-230-04	3	6

Notes: * unit is less than 10 years old and will not be replaced

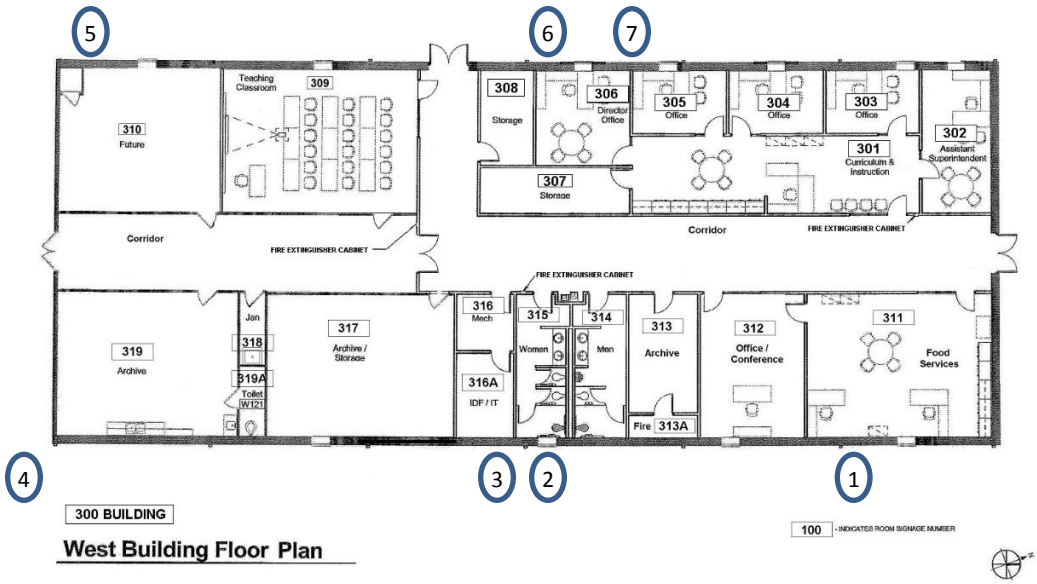


Figure 12: Curriculum Building – Floorplan

Falls Career High School

E3 will furnish and install new Split DX units to match existing. See Table 5 for sizes and Figure 13 for locations.

Table 5 – Falls Career High School HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1*	CARRIER	25HCE436A310	3	6.8
2*	LENNOX	XP16-024-230-04	2	6.0
3*	LENNOX	XP16-060-230-04	5	12.5
4*	CARRIER	25HCD336A0031010	3	6.8
5*	CARRIER	25HCE436A310	3	6.8
6	TRANE	BTD730A100B0	2.5	6.0
7*	LENNOX	XP16-060-23	5	12.5
8*	LENNOX	XP16-060-23	5	12.5
9	TRANE	BTD730A100B0	2.5	6.8
10	TRANE	BTD730A100B0	2.5	6.8
11	TRANE	BTD730A100B0	2.5	6.8
12	TRANE	BTD730A100B0	2.5	6.8
13	TRANE	BTD730A100B0	2.5	6.8

Notes: * unit is less than 10 years old and will not be replaced

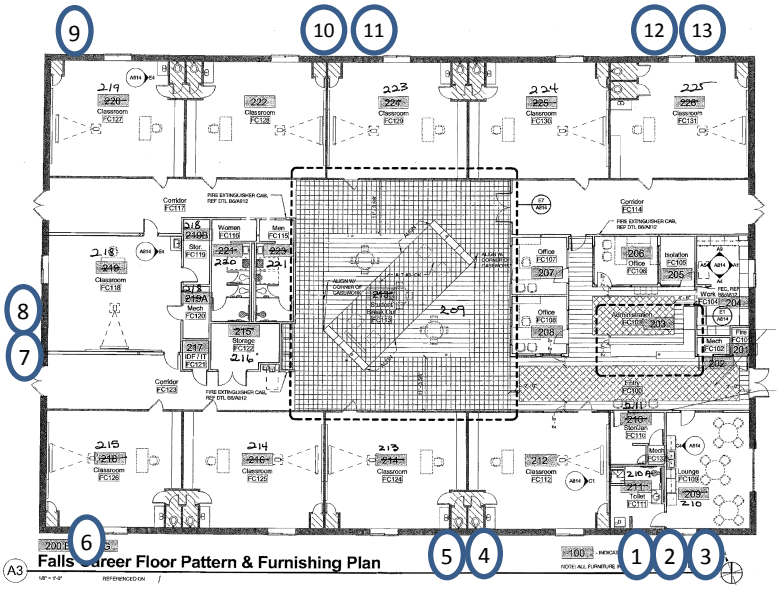


Figure 13: Falls Career High School – Floorplan

Portables

E3 will furnish and install new package DX units to match existing. See Table 6 for sizes and Figure 14 for locations.

Table 6 – Portable Buildings' HVAC Units

Tag	Building	Manufacturer	Existing Package Unit	Cooling (tons)	Heating (kW)
1	3	BARD	WA241-A10	2	10
2*	3	BARD	WA241-A10	2	10
3	5	BARD	WA241-A10	2	10
4	5	BARD	WA241-A10	2	10
5	6	BARD	WA241-A10	2	10
6	6	BARD	WA241-A10	2	10
7	7	BARD	WA241-A10	2	10
8	7	BARD	WA241-A10	2	10

Notes: * unit is less than 10 years old and will not be replaced

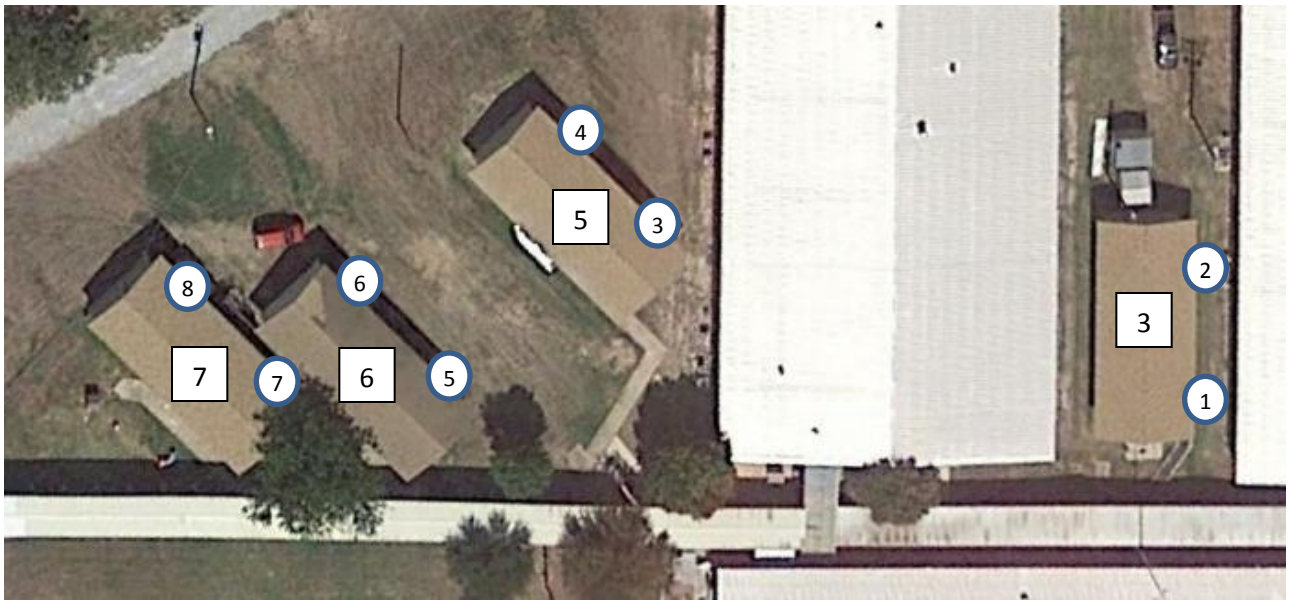


Figure 14: Portable Buildings – Aerial View

Technology Building

The Technology Building (Figure 15) is located adjacent to Marble Falls Middle School and totals 4,700 square feet. The building houses the District's data center, and as such must be conditioned at all times – only one AHU/CU may be changed out at a time.



Figure 15: Technology Building – Aerial View

E3 will furnish and install new Split DX units to match existing. See Table 7 for sizes and Figure 16 for locations.

Table 7 – Technology HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1*	Carrier	25HBC348A500	4	6
2*	Carrier	24ABB360A520	5	6
3	Trane	2TTA0030A30000AA	2.5	5
4	Trane	TTA090A300EA	7.5	6
5	Trane	TTA090A300EA	7.5	6
6	Trane	2TTA0036A30000AA	3	5

Notes: * unit is less than 10 years old and will not be replaced

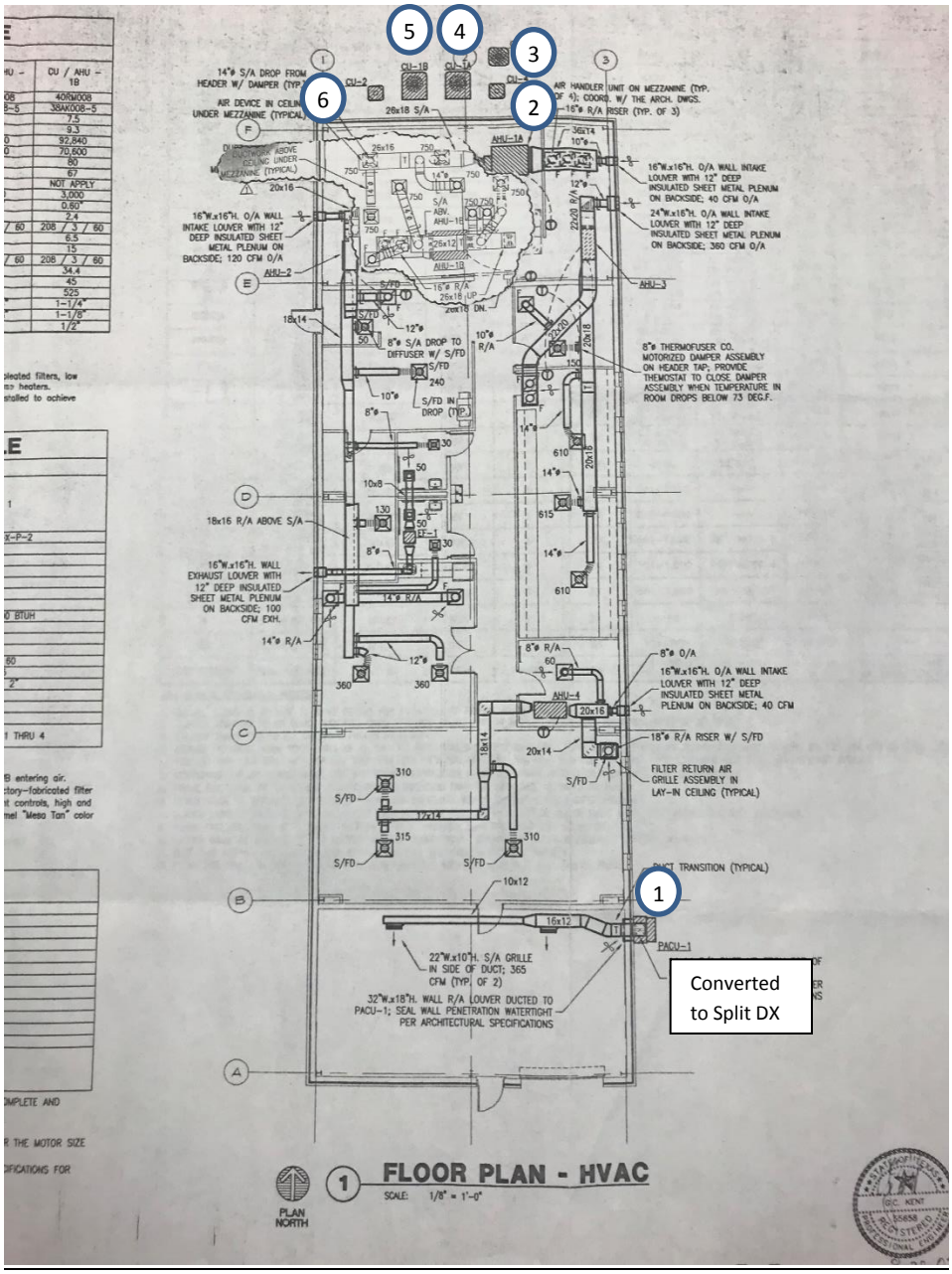


Figure 16: Technology Building – Floorplan

Granite Building

The Granite Building (Figure 17) is located adjacent to Marble Falls Elementary School and totals 9,600 square feet in two stories. The building houses a local museum, and as such must be conditioned at all times…only one CU/AHU may be changed out at a time.



Figure 17: Granite Building – Aerial View

E3 will furnish and install new Split DX units to match existing. See Table 8 for sizes and Figure 17 for locations.

Table 8 – Granite Building HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)
1*	Carrier	38AUZA07A	6
2	Lennox	LSA090P-1Y	7.5
3	Lennox	HS29-090-3Y	7.5
4	Lennox	LSA072C-1Y	6

Notes: * unit is less than 10 years old and will not be replaced

Maintenance

The Maintenance Office/Warehouse (Figure 18) is located at 306 Industrial Boulevard, and totals approximately 7844 square feet. Only the office area is air-conditioned.



Figure 18: Maintenance Complex – Aerial View

E3 will furnish and install new Split DX unit to match existing. See Table 9 for size and Figure 18 for location.

Table 9 – Maintenance Office HVAC Unit

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1	RUUD	UAMB-048JAZ	4	7.5

Colt Elementary School

Background

Colt Elementary School Campus (Figure 19) consists of five classroom wings, Cafeteria/Kitchen, Gymnasium, and Library, and totals approximately 80,700 square feet. The HVAC system in all buildings consists of rooftop units, and the existing Building Automation System is by Delta.

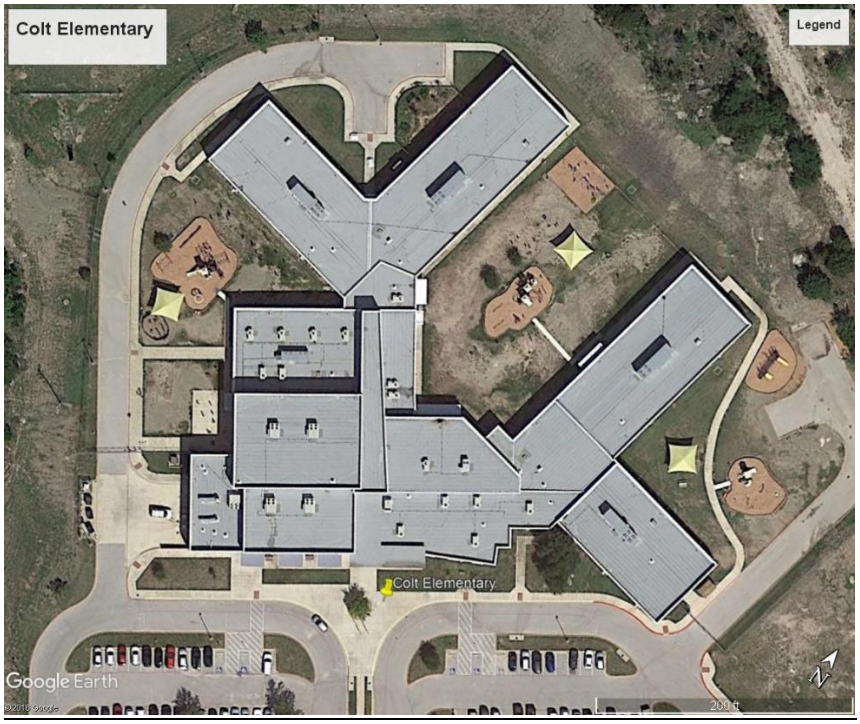


Figure 19: Colt Elementary – Aerial View

The scope of work for this facility is limited to recommissioning of the air conditioning and controls systems. The recommissioning plan includes:

- Staff Interviews – gain an understanding of the existing maintenance and operational issues.
- Design Review – become familiar with the HVAC equipment and expected sequence of operations. Included is a review of the original Test and Balance reports and control system checkout documentation
- Site Visit – verify the operation of the HVAC equipment and the control systems
- Recommissioning – perform point-to-point checkout and functional performance testing to ensure sensors and actuators are operating correctly, and schedules and setpoints are consistent with District policies
- Training – educate maintenance and operations personnel on findings/corrections made to ensure ongoing system performance

Clarifications and Exclusions:

- Asbestos abatement is excluded if required
- Quantities and sizes of HVAC equipment are subject to final engineering
- All portable buildings, unless otherwise specified above, are excluded

BUILDING AUTOMATION SYSTEM (BAS) UPGRADES

E3 will furnish and install all necessary components to expand the existing control system at the Marble Falls ISD campuses listed below. For the work areas shown in the Figures above, the BAS scope includes the demolition of existing stand-alone control systems, installation of new control systems, low voltage electrical terminations, computer graphics, computer programming, functionality testing, and Marble Falls ISD maintenance staff training (see Table 10 - New). E3 will disconnect and reconnect the existing BAS at the following locations for all HVAC equipment that is being replaced as part of the mechanical retrofit project. Room temperature sensors will be calibrated, and control systems recommissioned (see Table 10 – Disconnect/Reconnect). E3 will properly dispose of all retrofitted mercury-containing thermostats.

Table 10: BAS-controlled Equipment

Location	DXHP		OA-ERV
	New	Disconnect / Reconnect	New
Middle School B-Wing	20		
Middle School C-Wing	9		1
Middle School D-Wing	8		1
Elementary School D-Wing	15		2
Elementary School Cafeteria	3		
Administration Building		1	
Curriculum Building		3	
Falls Career High School		6	
Portables	8		
Technology Building		4	
Granite Building	4		
Maintenance Building	1		
Totals	68	14	7

The following HVAC system types and configurations shall be supported, as applicable to the above facilities, by the applicable BAS.

- Split Systems
- Fan Coil Units
- Energy Recovery Ventilators
- Exhaust fans

Clarifications and Exclusions:

- Fire dampers and fire-smoke dampers are excluded
- Air testing and balancing services are excluded
- Kitchen equipment, unless otherwise specified above, is excluded
- All portable buildings, unless otherwise specified above, are excluded

AIA® Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the FIFTEENTH day of JULY in the year TWO THOUSAND NINETEEN (the "Agreement")
(In words, indicate day, month and year.)

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

2018 Bond HVAC and LED Project
(Phase 2)

THE OWNER:
(Name, legal status and address)

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

THE DESIGN-BUILDER:
(Name, legal status and address)

E3 Entegral Solutions, Inc.
2040 Highland Village Road, Suite 100
Highland Village, Texas 75077
Phone: 972-325-1919
Fax: 972-325-1920

The Owner and Design-Builder hereby amend the Agreement as follows.

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section A.1.2 below

[ ] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[ ] Cost of the Work plus the Design-Builder's Fee and General Conditions with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be TWO MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS ($2,735,899.00), subject to authorized adjustments as provided in the Design-Build Documents. The Stipulated Sum is comprised of the following elements: (1): Middle School HVAC: $765,230.00; (2) Middle School Controls: $151,224.00; (3) Elementary HVAC: $1,205,664.00; (4) Elementary Controls: $99,474.00; (5) Administration Complex HVAC: $301,433.00; (6) Administration Complex Controls: $45,054.00; (7) Technology HVAC: $92,503.00; (8) Technology Controls: $28,717.00; (9) Maintenance HVAC: $14,000.00; (10) Maintenance Controls: $2,600.00; (11) Colt Elementary Retrocommissioning: $30,000.00.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

None.

§ A.1.2.3 Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)
None.		

§ A.1.3 Cost of the Work Plus Design-Builder's Fee – NOT APPLICABLE.

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

Not Applicable.

§ A.1.4 Cost of the Work Plus Design-Builder's Fee and General Conditions With a Guaranteed Maximum Price – NOT APPLICABLE.

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's
(Paragraphs deleted)
Fee shall be Not Applicable.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee and General Conditions is guaranteed by the Design-Builder not to exceed Not Applicable. ($Not Applicable.), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.
(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide information below or reference an attachment.)

Not Applicable.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

Not Applicable.

§ A.1.4.3.4 Unit Prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)
Not Applicable.		

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Not Applicable.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the last day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of FIVE percent (5%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of FIVE percent (5%);

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

.4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

None.

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee – NOT APPLICABLE.

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take the Cost of the Work as described in Article A.5 of this Amendment;

.2 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price – NOT APPLICABLE

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion 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 of the Work in the schedule of values. Pending

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

.2 Add 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 Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of five percent (5%) from that portion of the Work that the Design-Builder self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than TWO HUNDRED NINETY (290) days from the date of this Amendment, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Not Applicable.	

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

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

Document	Title	Date	Pages
Exhibit 2 to AIA A141-2014 for the Project	Marble Falls Independent School District Prevailing Wage Schedule (With Fringes)		3

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

Section	Title	Date	Pages

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
None.		

Other identifying information:

None.

§ A.3.1.5 Allowances and Contingencies:
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

None.

.2 Contingencies

None.

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

§ A.3.1.6 Design-Builder's assumptions and clarifications:

Included in the Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

None.

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) drawings and specifications shall be submitted for Owner and Independent Representative Review and approval.

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 Superintendent

None.

.2 Project Manager

Nathan Snell: Phone: 469-744-0227; e-mail: nsnell@e3es.com

.3 Others

Donald Todd: Phone: 214-837-4436; e-mail: dtodd@e3es.com

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

Not Applicable.

ARTICLE A.5 COST OF THE WORK – NOT APPLICABLE (THIS IS A STIPULATED SUM CONTRACT)

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 [Paragraph Deleted.]

§ A.5.1.1.2
(Paragraphs deleted)
[Paragraph Deleted.]
(Table deleted)

§ A.5.1.1.3 [Paragraph Deleted.]

§ A.5.1.1.4 [Paragraph Deleted.]

§ A.5.1.1.5 [Paragraph Deleted.]

§ A.5.1.2 Contract Costs. [Paragraph Deleted.]

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 [Paragraph Deleted.]

§ A.5.1.3.2 [Paragraph Deleted.]

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 [Paragraph Deleted.]

§ A.5.1.4.2 [Paragraph Deleted.]

§ A.5.1.4.3 [Paragraph Deleted.]

§ A.5.1.4.4 [Paragraph Deleted.]

§ A.5.1.4.5 [Paragraph Deleted.]

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 [Paragraph Deleted.]

§ A.5.1.5.2 [Paragraph Deleted.]

§ A.5.1.5.3 [Paragraph Deleted.]

§ A.5.1.5.4 [Paragraph Deleted.]

§ A.5.1.5.5 [Paragraph Deleted.] .

§ A.5.1.5.6 [Paragraph Deleted.]

§ A.5.1.5.7 [Paragraph Deleted.]

§ A.5.1.5.8 [Paragraph Deleted.]

§ A.5.1.5.9 [Paragraph Deleted.]

§ A.5.1.5.10 [Paragraph Deleted.]

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 [Paragraph Deleted.]

§ A.5.1.6.2 [Paragraph Deleted.]

§ A.5.1.6.3 [Paragraph Deleted.]

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

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

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;

.2 Expenses of the Design-Builder's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Section A.5.1;

.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;

.5 Costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Section A.5.1; and

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

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder 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 Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder 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 the 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 shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	E3 ENTEGRAL SOLUTIONS, INC.
OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
Chris Allen, Ed.D.,Superintendent *(Printed name and title)*	, authorized representative *(Printed name and title)*

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

Additions and Deletions Report for
AIA® Document A141™ – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:40:47 ET on 06/13/2019.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the FIFTEENTH day of JULY in the year TWO THOUSAND NINETEEN (the "Agreement")

...

2018 Bond HVAC and LED Project
(Phase 2)

...

(Name, legal status and address)

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

...

E3 Entegral Solutions, Inc.
2040 Highland Village Road, Suite 100
Highland Village, Texas 75077
Phone: 972-325-1919
Fax: 972-325-1920

PAGE 2

[X] Stipulated Sum, in accordance with Section A.1.2 below

...

[ ] Cost of the Work plus the Design-Builder's Fee and General Conditions with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

...

§ A.1.2.1 The Stipulated Sum shall be ~~($),~~ TWO MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS ($2,735,899.00), subject to authorized adjustments as provided in the Design-Build Documents. The Stipulated Sum is comprised of the following elements: (1): Middle School HVAC: $765,230.00; (2) Middle School Controls: $151,224.00; (3) Elementary HVAC: $1,205,664.00; (4) Elementary Controls: $99,474.00; (5) Administration Complex HVAC: $301,433.00; (6) Administration Complex

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:

Controls: $45,054.00; (7) Technology HVAC: $92,503.00; (8) Technology Controls: $28,717.00; (9) Maintenance HVAC: $14,000.00; (10) Maintenance Controls: $2,600.00; (11) Colt Elementary Retrocommissioning: $30,000.00.

...

None.

...

None.

§ A.1.3 Cost of the Work Plus Design-Builder's Fee – NOT APPLICABLE.
PAGE 3

Not Applicable.

~~**§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price**~~
§ A.1.4 Cost of the Work Plus Design-Builder's Fee and General Conditions With a Guaranteed Maximum Price – NOT APPLICABLE.

§ A.1.4.2 The Design-Builder's ~~Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)*~~
Fee shall be Not Applicable.

...

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee and General Conditions is guaranteed by the Design-Builder not to exceed ~~($),~~ Not Applicable. ($Not Applicable.), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

...

Not Applicable.

...

Not Applicable.

...

Not Applicable.

...

Not Applicable.

...

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.
PAGE 4

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the last day of the following month. If an

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:

Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than ~~( )~~ forty-five (45) days after the Owner receives the Application for Payment.

...

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (%)~~ FIVE percent (5%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (%);~~FIVE percent (5%);

PAGE 5

None.

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee – NOT APPLICABLE.

...

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price – NOT APPLICABLE
PAGE 6

.3 Add the Design-Builder's Fee, less retainage of ~~percent (%).~~ five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of ~~percent (%)~~ five percent (5%) from that portion of the Work that the Design-Builder self-performs;

...

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than ~~( )~~ TWO HUNDRED NINETY (290) days from the date of this Amendment, or as follows:

...

Not Applicable.

PAGE 7

Exhibit 2 to AIA A141-2014 for the Project	Marble Falls Independent School District Prevailing Wage Schedule (With Fringes)	3

...

Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

...

Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

...

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:

None.

...

None.

...

None.

...

None.

PAGE 8

Included in the Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

...

None.

...

Fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) drawings and specifications shall be submitted for Owner and Independent Representative Review and approval.

...

None.

...

Nathan Snell: Phone: 469-744-0227; e-mail: nsnell@e3es.com

...

Donald Todd: Phone: 214-837-4436; e-mail: dtodd@e3es.com

...

Not Applicable.

ARTICLE A.5 COST OF THE WORK – NOT APPLICABLE (THIS IS A STIPULATED SUM CONTRACT)

...

§ A.5.1.1.1 ~~Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.~~[Paragraph Deleted.]

§ A.5.1.1.2 ~~With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.~~
~~*(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*~~
[Paragraph Deleted.]

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:

Person Included	Status (full-time/part-time)	Rate ($0.00)	Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, 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.[Paragraph Deleted.]

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder 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 included in the Cost of the Work under Section A.5.1.1.[Paragraph Deleted.]

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.[Paragraph Deleted.]

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.
[Paragraph Deleted.]

...

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.[Paragraph Deleted.]

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 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 Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.[Paragraph Deleted.]
PAGE 9

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder 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 Design-Builder shall mean fair market value.[Paragraph Deleted.]

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.[Paragraph Deleted.]

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.[Paragraph Deleted.]

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.[Paragraph Deleted.]

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.[Paragraph Deleted.]

...

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:

§ A.5.1.5.1 ~~Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.~~[Paragraph Deleted.]

§ A.5.1.5.2 ~~Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.~~[Paragraph Deleted.]

§ A.5.1.5.3 ~~Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.~~[Paragraph Deleted.]

§ A.5.1.5.4 ~~Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.~~[Paragraph Deleted.]

§ A.5.1.5.5 ~~Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.~~[Paragraph Deleted.] .

§ A.5.1.5.6 ~~With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.~~[Paragraph Deleted.]

§ A.5.1.5.7 ~~Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.~~[Paragraph Deleted.]

§ A.5.1.5.8 ~~With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.~~[Paragraph Deleted.]

§ A.5.1.5.9 ~~With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.~~[Paragraph Deleted.]

§ A.5.1.5.10 ~~That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~[Paragraph Deleted.]

...

§ A.5.1.6.1 ~~Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.~~[Paragraph Deleted.]

§ A.5.1.6.2 ~~Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.~~[Paragraph Deleted.]

§ A.5.1.6.3 ~~Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.~~[Paragraph Deleted.]

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:

.5 ~~Except as provided in Section A.5.1.6.3 of this Agreement, costs~~ Costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

...

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the ~~Design-Builder~~ Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

PAGE 11

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	**E3 ENTEGRAL SOLUTIONS, INC.**
...	
Chris Allen, Ed.D.,Superintendent	, authorized representative

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:40:47 ET on 06/13/2019 under Order No. 1439571919 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:40:47 ET on 06/13/2019 under Order No.1439571919 which expires on 01/11/2020, and is not for resale.
User Notes: (1632921684)

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
June 17, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: June 11, 2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- ( ) Presentation/Discussion Items
- (•) Consideration Items
- ( ) Consent Agenda

Subject:
FIRST READ-2019-2020 Student Handbook and Extracurricular Handbook

Executive Summary:

The 19-20 Student Handbook and the 19-20 Extracurricular Handbook are being presented with updates and revisions per TASB and MFISD Administrators for a first read. Should any legislative updates require additional revisions we will submit at a later date.

Fiscal Impact:

Cost:
- ( ) Recurring
- ( ) One-Time
- (•) No Fiscal Impact

Funding Source:
- ( ) General Fund
- ( ) Grant Funds
- ( ) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

Submitted By:
Dr. Jeff Gasaway

Board Approval Required: ( ) Yes ( ) No

Page #	Revision Made By	Section
40	TASB	Deliveries
50	MFISD	Secondary Dress Code
73	TASB	Medicine at School
85	TASB	Searches-District Property
85	TASB	Searches in General
86	TASB	Metal Detectors
86	TASB	Trained Dogs
86	TASB	Telecommunications and Other…

Revision
New Addition
Mustaches, goatees and beards must be clean and neatly trimmed. Side burns should be kept trimmed and should not extend below the earlobe. Eyebrow markings are not allowed.
Addition-NOTE: Insect repellant is considered a nonprescription medication
Revised wording
Revised wording
Revised wording
Revised wording
Revised wording

Marble Falls ISD

Student Handbook

2019–2020 School Year



Marble Falls ISD has an unyielding commitment to Love every child and inspire them to achieve their fullest potential.

If you have difficulty accessing the information in this document because of disability, please contact Marble Falls ISD at www.marblefallsisd.org or 830-693-4357

Table of Contents

Marble Falls ISD 1
Student Handbook 1
Preface 6
Accessibility 7
Section I: Parental Rights 7
Consent, Opt-Out, and Refusal Rights 7
Participation in Third-Party Surveys 10
Removing a Student from Instruction or Excusing a Student from a Required Component of Instruction 11
Right of Access to Student Records, Curriculum Materials, and District Records / Policies . 13
A Student with Exceptionalities or Special Circumstances 18
Section II: Other Important Information for Parents and Students25
Absences / Attendance 25
Accountability under State and Federal Law (All Grade Levels) 30
Armed Services Vocational Aptitude Battery Test 30
Awards and Honors (All Grade Levels) 30
Bullying (All Grade Levels) 30
Career and Technical Education (CTE) Programs (Secondary Grade Levels Only) 32
Celebrations (All Grade Levels) 33
Child Sexual Abuse and Other Maltreatment of Children (All Grade Levels) 33
Class Rank / Highest-Ranking Student (Secondary Grade Levels Only) 34
Top Ten Percent – Automatic Admission 35
Valedictorian & Salutatorian 36
Dual Ranking 36
Honor Graduates 36
Class Schedules (Secondary Grade Levels Only) 37
College and University Admissions and Financial Aid (Secondary Grade Levels Only) 37
College Credit Courses (Secondary Grade Levels Only) 38
Communications—Automated 38
Complaints and Concerns (All Grade Levels) 39

Conduct (All Grade Levels) 39
Counseling 41
Course Credit (Secondary Grade Levels Only) 42
Credit by Examination *If a Student Has Taken the Course / Subject* (All Grade Levels) 42
Credit by Examination for Advancement / Acceleration *If a Student Has Not Taken the Course / Subject* 42
Kindergarten Acceleration 43
Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels) 43
Discrimination 46
Distance Learning 46
Distribution of Literature, Published Materials, or Other Documents (All Grade Levels) 47
Dress and Grooming (All Grade Levels) 48
Electronic Devices and Technology Resources (All Grade Levels) 51
End-of-Course (EOC) Assessments 53
English Learners (All Grade Levels) 53
Extracurricular Activities, Clubs, and Organizations (All Grade Levels) 54
Fees (All Grade Levels) 55
Fundraising (All Grade Levels) 56
Gang-Free Zones (All Grade Levels) 56
Gender-Based Harassment 56
Grade-Level Classification (Grades 9–12 Only) 57
Grading Guidelines (All Grade Levels) 57
Graduation (Secondary Grade Levels Only) 57
Harassment 62
Hazing (All Grade Levels) 62
Health-Related Matters 63
Homeless Students (All Grade Levels) 68
Homework 68
Illness 68
Immunization (All Grade Levels) 68
Law Enforcement Agencies (All Grade Levels) 69
Leaving Campus (All Grade Levels) 70
Lost and Found (All Grade Levels) 71

Makeup Work 72
Medicine at School (All Grade Levels) 73
Nondiscrimination Statement (All Grade Levels) 74
Nontraditional Academic Programs (All Grade Levels) 75
Parent and Family Engagement (All Grade Levels) 75
Physical Examinations / Health Screenings 77
Pledges of Allegiance and a Minute of Silence (All Grade Levels) 77
Prayer (All Grade Levels) 78
Promotion and Retention 78
Release of Students from School 80
Report Cards / Progress Reports and Conferences (All Grade Levels) 80
Retaliation 80
Safety (All Grade Levels) 80
SAT, ACT, and Other Standardized Tests 82
Schedule Changes (Middle / Junior High and High School Grade Levels) 82
School Facilities 83
School-sponsored Field Trips (All Grade Levels) 84
Searches 85
Sexual Harassment 86
Special Programs (All Grade Levels) 86
Standardized Testing 87
Steroids (Secondary Grade Levels Only) 88
Students in Foster Care (All Grade Levels) 89
Student Speakers (All Grade Levels) 89
Substance Abuse Prevention and Intervention (All Grade Levels) 89
Suicide Awareness and Mental Health Support (All Grade Levels) 89
Summer School (All Grade Levels) 90
HIGH SCHOOL 90
Tardies (All Grade Levels) 90
Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials (All Grade Levels) 91
Transfers (All Grade Levels) 91
Transportation (All Grade Levels) 91

Vandalism (All Grade Levels) 93
Video Cameras (All Grade Levels) 93
Visitors to the School (All Grade Levels) 94
Volunteers (All Grade Levels) 94
Voter Registration (Secondary Grade Levels Only) 95
Withdrawing from School (All Grade Levels) 95
Appendix: Freedom from Bullying Policy 96
Student Welfare: Freedom from Bullying 96

Preface

Parents and Students:

Welcome to the new school year!

Education is a team effort, and students, parents, teachers, and other staff members working together can make this a successful year.

The Marble Falls ISD Student Handbook is a general reference guide that is divided into two sections:

Section I: Parental Rights will help you respond to school-related issues regarding curriculum and the school environment.

Section II: Other Important Information for Parents and Students is organized alphabetically by topic. Where applicable, it is divided by age and/or grade level.

Note: Unless otherwise noted, the term "parent" refers to the parent, legal guardian, any person granted some other type of lawful control of a student, or any other person who has agreed to assume school-related responsibility for a student.

The Student Handbook is designed to align with board policy and the Student Code of Conduct, a board-adopted document intended to promote school safety and an atmosphere for learning. The Student Handbook is **not** meant to be a complete statement of all policies, procedures, or rules in any given circumstance.

In case of conflicts between board policy (including the Student Code of Conduct) and any Student Handbook provision, the district will follow board policy and the Student Code of Conduct.

Therefore, parents and students should become familiar with the Marble Falls ISD Student Code of Conduct. To review the Code of Conduct, visit the district's website at www.marblefallsisd.org State law requires that the Code of Conduct be prominently displayed or made available for review at each campus.

A hard copy of either the Student Code of Conduct or Student Handbook can be requested at any MFISD Campus or at the administration office.

The Student Handbook is updated annually; however, policy adoption and revisions may occur throughout the year. The district encourages parents to stay informed of proposed policy changes by attending board meetings and reviewing newsletter and other communications explaining changes in policy or other rules that affect Student Handbook provisions. The district reserves the right to modify the Student Handbook at any time. Notice of revisions will be provided as is reasonably practical.

Although the Student Handbook may refer to rights established through law or district policy, it does not create additional rights for parents and students. It does not, nor is it intended to, represent a contract between any parent or student and the district.

For questions about the material in this handbook, please contact a campus administrator.

Please review your selections in regard to the following items that were part of your student online registration process:

- Acknowledgment of Electronic Distribution of Student Handbook],
- Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information,
- Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education (if you choose to restrict the release of information to these entities), and
- Consent/Opt-Out Form.

[See **Objecting to the Release of Directory Information** on page 9 and **Consent Required Before Student Participation in a Federally Funded Survey, Analysis, or Evaluation** on page 10 for more information.]

Note: References to board policy codes are included for ease of reference. The hard copy of the district's official policy manual is available for review in the Superintendent's office, and an unofficial electronic copy is available at www.marblefallsisd.org.

Accessibility

If you have difficulty accessing this handbook because of a disability, please contact the administrative office at 830-693-4357.

Section I: Parental Rights

This section describes certain parental rights as specified in state or federal law.

Consent, Opt-Out, and Refusal Rights

Consent to Conduct a Psychological Evaluation

Unless required under state or federal law, a district employee will not conduct a psychological examination, test, or treatment without obtaining written parental consent.

Note: An evaluation may be legally required under special education rules or by the Texas Education Agency (TEA) for child abuse investigations and reports.

Consent to Display a Student's Original Works and Personal Information

Teachers may display a student's work in classrooms or elsewhere on campus as recognition of student achievement without seeking prior parental consent. These displays may include personally identifiable student information. Student work includes:

- Artwork,
- Special projects,

- Photographs,
- Original videos or voice recordings, and
- Other original works.

However, the district will seek parental consent before displaying a student's work on the district's website, a website affiliated or sponsored by the district (such as a campus or classroom website), or in district publications, which may include printed materials, videos, or other methods of mass communication.

Consent to Receive Parenting and Paternity Awareness Instruction if a Student is under Age 14

A student under age 14 must have parental permission to participate in the district's parenting and paternity awareness program. This program was developed by the Office of the Texas Attorney General and the State Board of Education (SBOE) to be incorporated into health education classes.

Consent to Video or Audio Record a Student when Not Already Permitted by Law

State law permits the school to make a video or voice recording without parental permission when it:

- Is to be used for school safety,
- Relates to classroom instruction or a cocurricular or extracurricular activity,
- Relates to media coverage of the school, or
- Relates to the promotion of student safety as provided by law for a student receiving special education services in certain settings.

In other circumstances, the district will seek written parental consent before making a video or voice recording of a student.

Prohibiting the Use of Corporal Punishment

Corporal punishment—spanking or paddling a student—may be used as a discipline management technique in accordance with the Student Code of Conduct and district policy FO(LOCAL).

However, in accordance with law, the district may not administer corporal punishment if a student's parent submits a signed, written statement prohibiting its use.

Included in the Student Online Registration process is a section where you will indicate whether you wish to allow or not allow corporal punishment to be administered to your child as a method of student discipline. At any time during the school year should you decide to revoke the prohibition of corporal punishment as a means of discipline for your student you may do so by providing a signed statement to the campus principal. However, district personnel may choose to use discipline methods other than corporal punishment even if the parent request that this method be used with the student.

- District personnel may use discipline methods other than corporal punishment if a parent requests that corporal punishment not be used.
- If the district knows that a student is in temporary or permanent custody of the state (through foster care, kinship care, or other arrangements), corporal punishment will not be administered, even when the student's caregiver or caseworker has not submitted a signed statement prohibiting its use.

Limiting Electronic Communications between Students and District Employees

The district permits teachers and other approved employees to use electronic communications with students within the scope of professional responsibilities, as described by district guidelines.

For example, a teacher may create a social networking page for his or her class to relay information regarding class work, homework, and tests. A parent is welcome to such a page.

However, text messages sent to an individual student are only allowed if a district employee with responsibility for an extracurricular activity must communicate with a student participating in that activity.

A parent who does not want his or her child to receive one-to-one electronic communications from a district employee should contact the campus principal.

Objecting to the Release of Directory Information

The Family Educational Rights and Privacy Act, or FERPA, permits the district to disclose appropriately designated "directory information" from a student's education records without written consent.

"Directory information" is information that, if released, is generally not considered harmful or an invasion of privacy. Examples include:

- A student's photograph (for publication in the school yearbook);
- A student's name and grade level (for communicating class and teacher assignments);
- The name, weight, and height of an athlete (for publication in a school athletic program);
- A list of student birthdays (for generating schoolwide or classroom recognition);
- A student's name and photograph (posted on a district-approved and -managed social media platform); and
- The names and grade levels of students submitted by the district to a local newspaper or other community publication (to recognize the A/B honor roll for a specific grading period.)

Directory information will be released to anyone who follows procedures for requesting it.

However, a parent or eligible student may object to the release of this information. This objection must be made in the student online registration process where you will be given the

option to allow or not allow the district to release this information in regard to your student. [See Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information, in the online enrollment process]

As allowed by state law, the district has identified two directory information lists—one for school-sponsored purposes and the second for all other requests. For all district publications and announcements, the district has designated the following as directory information: student name, address, telephone listing, photograph, grade level, participation in officially recognized activities and sports, degrees, honors and awards received at school, and weight and height of members of athletic teams. If you do not object to the use of your child's information for these limited school-sponsored purposes, the school will not need to ask your permission each time the district wishes to use the information for the school-sponsored purposes listed above.

For all other purposes, the district has identified the following as directory information: student name, address, telephone listing, and grade level. If a parent does not object to the use of the student's information for these purposes, the school must release this information when requested by an outside entity or individual.

Note: Review **Authorized Inspection and Use of Student Records** on page 15.

Objecting to the Release of Student Information to Military Recruiters and Institutions of Higher Education

(Secondary Grade Levels Only)

Unless a parent has advised the district not to release his or her student's information, the Every Student Succeeds Act (ESSA) requires the district to comply with requests by military recruiters or institutions of higher education for the student's:

- Name,
- Address, and
- Telephone listing.

The option to not provide this information to military recruiters is available in the online student registration process.

Participation in Third-Party Surveys

Consent Required Before Student Participation in a Federally Funded Survey, Analysis, or Evaluation

A student will not be required to participate without parental consent in any survey, analysis, or evaluation—funded in whole or in part by the U.S. Department of Education—that concerns:

- Political affiliations or beliefs of the student or the student's parent;
- Mental or psychological problems of the student or the student's family;
- Sex behavior or attitudes;
- Illegal, antisocial, self-incriminating, or demeaning behavior;

- Critical appraisals of individuals with whom the student has a close family relationship;
- Relationships privileged under law, such as relationships with lawyers, physicians, and ministers;
- Religious practices, affiliations, or beliefs of the student or parent; or
- Income, except when the information is required by law and will be used to determine the student's eligibility to participate in or receive financial assistance under a program.

A parent can inspect the survey or other instrument and any corresponding instructional materials used in connection with such a survey, analysis, or evaluation. [For more information, see policy EF(LEGAL).]

"Opting Out" of Participation in Other Types of Surveys or Screenings and the Disclosure of Personal Information

The Protection of Pupil Rights Amendment (PPRA) requires that a parent be notified when a survey is not funded by the U.S. Department of Education.

A parent has a right to deny permission for his or her child's participation in:

- Any survey concerning private information listed above, regardless of funding.
- School activities involving the collection, disclosure, or use of personal information gathered from the child for the purpose of marketing, selling, or otherwise disclosing that information.
- Any nonemergency, invasive physical examination or screening required as a condition of attendance, administered and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student.

Exceptions are hearing, vision, or spinal screenings, or any physical examination or screening permitted or required under state law. [See policies EF and FFAA.]

A parent may inspect a survey created by a third party before the survey is administered or distributed to his or her child.

Removing a Student from Instruction or Excusing a Student from a Required Component of Instruction

Human Sexuality Instruction

As a part of the district's curriculum, students receive instruction related to human sexuality. The School Health Advisory Council (SHAC) makes recommendations for course materials.

State law requires that the district provide written notice before each school year of the board's decision to provide human sexuality instruction.

State law also requires that instruction related to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS):

- Present abstinence from sexual activity as the preferred choice in relationship to all sexual activity for unmarried persons of school age;
- Devote more attention to abstinence from sexual activity than to any other behavior;
- Emphasize that abstinence, if used consistently and correctly, is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted infections and the emotional trauma associated with adolescent sexual activity;
- Direct adolescents to abstain from sexual activity before marriage as the most effective way to prevent pregnancy and sexually transmitted diseases; and
- If included in the content of the curriculum, teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

Per state law, here is a summary of the district's curriculum regarding human sexuality instruction:

Scott & White's Worth the Wait curricula are one of the most up-to-date, teacher, parent and student friendly sex education curricula available today. Designed and written by a team of certified teachers, healthcare professional, and attorneys, a variety of topics are covered to help student realize the social, psychological, and physical health gains they will achieve by abstaining from sexual activity. It also provides students with the skills that will lead them to self-sufficiency and a strong resolve to remain abstinent.

A parent is entitled to review the curriculum materials. In addition, a parent may remove his or her child from any part of the human sexuality instruction without academic, disciplinary, or other penalties. A parent may also choose to become more involved with the development of this curriculum by becoming a member of the district's SHAC. (See the campus principal for details.)

Reciting a Portion of the Declaration of Independence in Grades 3–12

State law designates the week of September 17 as Celebrate Freedom Week and requires all social studies classes provide:

- Instruction concerning the intent, meaning, and importance of the Declaration of Independence and the U.S. Constitution, and
- A specific recitation from the Declaration of Independence for students in grades 3–12.

Per state law, a student may be excused from recitation of a portion of the Declaration of Independence if:

- A parent provides a written statement requesting that his or her child be excused,
- The district determines that the student has a conscientious objection to the recitation, or
- A parent is a representative of a foreign government to whom the U.S. government extends diplomatic immunity.

[See policy EHBK(LEGAL).]

Reciting the Pledges to the U.S. and Texas Flags

A parent may request that his or her child be excused from participation in the daily recitation of the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. The request must be made in writing.

State law, however, requires that all students participate in one minute of silence following recitation of the pledges.

[See **Pledges of Allegiance and a Minute of Silence** on page 77 and policy EC(LEGAL).]

Religious or Moral Beliefs

A parent may remove his or her child temporarily from the classroom if a scheduled instructional activity conflicts with the parent's religious or moral beliefs.

The removal may not be used to avoid a test and may not extend for an entire semester. Further, the student must satisfy grade-level and graduation requirements as determined by the school and by state law.

Tutoring or Test Preparation

A teacher may determine that a student needs additional targeted assistance for the student to achieve mastery in state-developed essential knowledge and skills based on:

- Informal observations,
- Evaluative data such as grades earned on assignments or tests, or
- Results from diagnostic assessments.

The school will always attempt to provide tutoring and strategies for test-taking in ways that prevent removal from other instruction as much as possible.

In accordance with state law and policy EC, without parental permission, districts are prohibited from removing a student from a regularly scheduled class for remedial tutoring or test preparation for more than ten percent of the days the class is offered.

Under state law, students with grades below 70 for a reporting period are required to attend tutorial services—if the district offers these services.

[For questions about school-provided tutoring programs, see policies EC and EHBC, and contact the student's teacher.]

Right of Access to Student Records, Curriculum Materials, and District Records / Policies

Instructional Materials

A parent has the right to review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum, and to examine tests that have been administered.

A parent is also entitled to request that the school allow the student to take home instructional materials the student uses. The school may ask the student to return the materials at the beginning of the next school day.

Notices of Certain Student Misconduct to Noncustodial Parent

A noncustodial parent may request in writing that he or she be provided, for the remainder of the school year, a copy of any written notice usually provided to a parent related to his or her child's misconduct that may involve placement in a disciplinary alternative education program (DAEP) or expulsion. [See policy FO(LEGAL) and the Student Code of Conduct.]

Participation in Federally Required, State-Mandated, and District Assessments

In accordance with the Every Student Succeeds Act (ESSA), a parent may request information regarding any federal, state, or district policy related to his or her child's participation in required assessments.

Student Records

Accessing Student Records

- A parent may review his or her child's records. These records include:
- Attendance records,
- Test scores,
- Grades,
- Disciplinary records,
- Counseling records,
- Psychological records,
- Applications for admission,
- Health and immunization information,
- Other medical records,
- Teacher and school counselor evaluations,
- Reports of behavioral patterns,
- Records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child, as the term "intervention strategy" is defined by law,
- State assessment instruments that have been administered to the child, and
- Teaching materials and tests used in the child's classroom.

Authorized Inspection and Use of Student Records

The Family Educational Rights and Privacy Act (FERPA) affords parents and eligible students certain rights regarding student education records.

For purposes of student records, an "eligible" student is anyone age 18 or older or who attends a postsecondary educational institution. These rights, as discussed here and at **Objecting to the Release of Directory Information** on page 9, are the right to:

- Inspect and review student records within 45 days after the day the school receives a request for access;
- Request an amendment to a student record the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of FERPA;
- Provide written consent before the school discloses personally identifiable information from the student's records, except to the extent that FERPA authorizes disclosure without consent; and
- File a complaint with the U.S. Department of Education concerning failures by the school to comply with FERPA requirements. The office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Ave., S.W.
Washington, DC 20202

Both FERPA and state laws safeguard student records from unauthorized inspection or use and provide parents and eligible students certain rights of privacy.

Before disclosing personally identifiable information from a student's records, the district must verify the identity of the person, including a parent or the student, requesting the information.

Virtually all information pertaining to student performance—including grades, test results, and disciplinary records—is considered confidential educational records.

Inspection and release of student records is restricted to an eligible student or a student's parent—whether married, separated, or divorced—unless the school receives a copy of a court order terminating parental rights or the right to access a student's education records.

Federal law requires that control of the records goes to the student as soon as the student:

- Reaches the age of 18,
- Is emancipated by a court, or
- Enrolls in a postsecondary educational institution.

However, the parent may continue to have access to the records if the student is a dependent for tax purposes and, under limited circumstances, when there is a threat to the health and safety of the student or other individuals.

FERPA permits the disclosure of personally identifiable information from a student's education records without written consent of the parent or eligible student:

- When district officials have what federal law refers to as a "legitimate educational interest" in a student's records. School officials would include:
  - Board members and employees, such as the superintendent, administrators, and principals;
  - Teachers, school counselors, diagnosticians, and support staff (including district health or medical staff);
  - A person or company with whom the district has contracted or allowed to provide a specific institutional service or function (such as an attorney, consultant, third-party vendor that offers online programs or software, auditor, medical consultant, therapist, school resource officer, or volunteer);
  - A parent or student serving on a school committee; or
  - A parent or student assisting a school official in the performance of his or her duties.

"Legitimate educational interest" in a student's records includes working with the student; considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities; compiling statistical data; reviewing an educational record to fulfill the official's professional responsibility to the school and the student; or investigating or evaluating programs.

- To authorized representatives of various governmental agencies, including juvenile service providers, the U.S. Comptroller General's office, the U.S. Attorney General's office, the U.S. Secretary of Education, the Texas Education Agency, the U.S. Secretary of Agriculture's office, and Child Protective Services (CPS) caseworkers or, in certain cases, other child welfare representatives.
- To individuals or entities granted access in response to a subpoena or court order.
- To another school, district/system, or postsecondary educational institution to which a student seeks or intends to enroll or in which the student already is enrolled.
- In connection with financial aid for which a student has applied or has received.
- To accrediting organizations to carry out accrediting functions.
- To organizations conducting studies for, or on behalf of, the school to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- To appropriate officials in connection with a health or safety emergency.
- When the district discloses directory information-designated details. [To prohibit this disclosure, see **Objecting to the Release of Directory Information** on page 9.]

Release of personally identifiable information to any other person or agency—such as a prospective employer or for a scholarship application—will occur only with parental or student permission as appropriate.

The principal is custodian of all records for currently enrolled students at the assigned school. The superintendent is the custodian of all records for students who have withdrawn or graduated.

A parent or eligible student who wants to inspect the student's records should submit a written request to the records custodian identifying the records he or she wants to inspect.

Records may be reviewed in person during regular school hours. The records custodian or designee will be available to explain the record and to answer questions.

A parent or eligible student who submits a written request and pays copying costs of ten cents per page may obtain copies. If circumstances prevent inspection during regular school hours and the student qualifies for free or reduced-price meals, the district will either provide a copy of the records requested or make other arrangements for the parent or student to review the records.

The address of the superintendent's office is *1800 Colt Circle, Marble Falls, TX 78654*

The contact information for each campus principal is as follows:

- Marble Falls High School- 2101 Mustang Drive, Marble Falls, TX 78654 830-693-4375
- Falls Career High School-1800 Colt Circle, Marble Falls, TX 78654 830-693-4357
- Marble Falls Middle School- 1511 Pony Circle, Marble Falls, TX 78654 830-693-4439
- Colt Elementary School- 2200 Manzano Mile, Marble Falls, TX 78654 830-693-3474
- Marble Falls Elementary School- 901 Avenue U, Marble Falls, TX 78654 830-693-2385
- Highland Lakes Elementary School- 8200 Hwy 1431 W, Marble Falls, TX 78654 830-798-3650
- Spicewood Elementary School- 1005 Spur 191, Spicewood, TX 78669 830-798-3675

A parent or eligible student may inspect the student's records and request a correction or amendment if the records are considered inaccurate, misleading, or otherwise in violation of the student's privacy rights.

A request to correct a student's record should be submitted to the appropriate records custodian. The request must clearly identify the part of the record that should be corrected and include an explanation of how the information is inaccurate. If the district denies the request to amend the records, the parent or eligible student has the right to request a hearing. If after the hearing the records are not amended, the parent or eligible student has 30 school days to place a statement in the student's record.

Although improperly recorded grades may be challenged, contesting a student's grade in a course or on an examination is handled through the complaint process found in policy FNG(LOCAL). A grade issued by a teacher can be changed only if, as determined by the board of trustees, the grade is arbitrary, erroneous, or inconsistent with the district's grading guidelines. [See Finality of Grades at FNG(LEGAL), **Report Cards/Progress Reports and Conferences** on page 80, and **Complaints and Concerns** on page 39.]

The district's student records policy is found at policy FL(LEGAL) and (LOCAL) and is available at the principal's or superintendent's office or on the district's website at www.marblefallsisd.org.

Note: The parent's or eligible student's right of access to and copies of student records does not extend to all records. Materials that are not considered educational records—such as a teacher's personal notes about a student shared only with a substitute teacher—do not have to be made available.

Teacher and Staff Professional Qualifications

A parent may request information regarding the professional qualifications of his or her child's teachers, including whether the teacher:

- Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction,
- Has an emergency permit or other provisional status for which state requirements have been waived, and
- Is currently teaching in the field of discipline of his or her certification.

The parent also has the right to request information about the qualifications of any paraprofessional who may provide services to the child.

A Student with Exceptionalities or Special Circumstances

Children of Military Families

The Interstate Compact on Educational Opportunities for Military Children entitles children of military families to flexibility regarding certain district and state requirements, including:

- Immunization requirements;
- Grade level, course, or educational program placement;
- Eligibility requirements for participation in extracurricular activities;
- Enrollment in the Texas Virtual School Network (TXVSN); and
- Graduation requirements.
- The district will excuse absences related to a student visiting a parent, including a stepparent or legal guardian, who is:
- Called to active duty,
- On leave, or
- Returning from a deployment of at least four months.

The district will permit **no more than five** excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

Additional information may be found at Military Family Resources at the Texas Education Agency.

Parental Role in Certain Classroom and School Assignments

Multiple-Birth Siblings

State law permits a parent of multiple-birth siblings (e.g., twins, triplets) assigned to the same grade and campus to request in writing that the children be placed in either the same classroom or separate classrooms.

Written requests must be submitted by the 14th day after the students' enrollment. [See policy FDB(LEGAL).]

Safety Transfers / Assignments

A parent may:

- Request the transfer of his or her child to another classroom or campus if the district has determined that the child has been a victim of bullying, including cyberbullying, as defined by Education Code 37.0832.
- Consult with district administrators if the district has determined that his or her child has engaged in bullying and the board has decided to transfer the child to another classroom or campus.

Transportation is not provided for a transfer to another campus.

[See **Bullying** on page 30, and policies FDB and FFI.]

- Request the transfer of his or her child to a safe public school in the district if the child attends a school identified by the Texas Education Agency as persistently dangerous or if the child has been a victim of a violent criminal offense while at school or on school grounds.

[See policy FDE.]

- Request the transfer of his or her child to another district campus if the child has been the victim of sexual assault by another student assigned to the same campus, whether the assault occurred on or off campus, and that student has been convicted of or placed on deferred adjudication for the assault. In accordance with policy FDE, if the victim does not wish to transfer, the district will transfer the assailant.

Student Use of a Service / Assistance Animal

A services animal must meet eligibility under law and/or Board Policy FBA(LEGAL). A parent of a student who uses a service/assistance animal because of the student's disability must submit a written request to the principal for approval before bringing the service/assistance animal on campus. The district will try to accommodate a request as soon as possible but will do so within ten district business days.

A Student in the Conservatorship of the State (Foster Care)

A student in the conservatorship (custody) of the state who enrolls in the district after the beginning of the school year will be allowed credit-by-examination opportunities at any point during the year.

The district will grant partial course credit by semester when the student only passes one semester of a two-semester course.

A student in the conservatorship of the state who is moved outside the district's or school's attendance boundaries—or who is initially placed in the conservatorship of the state and moved outside the district's or school's boundaries—is entitled to remain at the school the student was attending prior to the placement or move until the student reaches the highest grade level at that particular school.

If a student in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, the student can request a diploma from the previous district if the student meets its graduation criteria.

For a student in the conservatorship of the state who is eligible for a tuition and fee exemption under state law and likely to be in care on the day preceding the student's 18th birthday, the district will:

- Assist the student with the completion of applications for admission or financial aid;
- Arrange and accompany the student on campus visits;
- Assist in researching and applying for private or institution-sponsored scholarships;
- Identify whether the student is a candidate for appointment to a military academy;
- Assist the student in registering and preparing for college entrance examinations, including (subject to the availability of funds) arranging for the payment of examination fees by the Texas Department of Family and Protective Services (DFPS); and
- Coordinate contact between the student and a liaison officer for students formerly in the conservatorship of the state.

[See **Credit by Examination for Advancement/Acceleration** on page 42, **Course Credit** on page 42, and **A Student in Foster Care** on page 89 for more information.]

A Student Who Is Homeless

Children who are homeless will be provided flexibility regarding certain district provisions, including:

- Proof of residency requirements;
- Immunization requirements;
- Educational program placement (if the student is unable to provide previous academic records or misses an application deadline during a period of homelessness);

- Credit-by-examination opportunities at any point during the year (if the student enrolled in the district after the beginning of the school year), per State Board of Education (SBOE) rules;
- Awarding partial credit when a student passes only one semester of a two-semester course;
- Eligibility requirements for participation in extracurricular activities; and
- Graduation requirements.

Federal law allows a homeless student to remain enrolled in the "school of origin" or to enroll in a new school in the attendance area where the student is currently residing.

If a homeless student in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, state law allows the student to request a diploma from the previous district if the student meets the criteria to graduate from the previous district.

A student or parent who is dissatisfied by the district's eligibility, school selection, or enrollment decision may appeal through policy FNG(LOCAL). The district will expedite local timelines, when possible, for prompt dispute resolution.

[See **Credit by Examination for Advancement/Acceleration** on page 42, **Course Credit** on page 42, and **Homeless Students** on page 68 for more information.]

A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, all school districts must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts to meet the needs of all struggling students.

If a student is experiencing learning difficulties, his or her parent may contact the individuals listed below to learn about the school's overall general education referral or screening system for support services.

This system links students to a variety of support options, including making a referral for a special education evaluation or for a Section 504 evaluation to determine whether the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals

If a parent makes a **written request** for an initial evaluation for special education services to the director of special education services or to a district administrative employee of the school district, the district must respond no later than **15 school days** after receiving the request. At that time, the district must give the parent prior written notice of whether it agrees or refuses to evaluate the student, along with a copy of the Notice of Procedural Safeguards. If the district

agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Note: A request for a special education evaluation may be made verbally; it does not need to be made in writing. Districts must still comply with all federal prior-written notices and procedural safeguard requirements as well as the requirements for identifying, locating, and evaluating children who are suspected of having a disability and in need of special education. However, a verbal request does not require the district to respond within the 15 school-day timeline.

If the district decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from the day it receives a parent's written consent. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days that the student is absent.

There is an **exception** to the 45-school-day timeline. If the district receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30 due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completing the evaluation, the district must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the school district in a companion document titled *Parent's Guide to the Admission, Review, and Dismissal Process.*

Contact Person for Special Education Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is *Dr. Shana Fancher at 830-693-4357.*

Section 504 Referrals

Each school district must have standards and procedures in place for the evaluation and placement of students in the district's Section 504 program. Districts must also implement a system of procedural safeguards that includes:

- Notice,
- An opportunity for a parent or guardian to examine relevant records,
- An impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel, and
- A review procedure.

Contact Person for Section 504 Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is *Dr. Shana Fancher at 830-693-4357.*

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 24.]

Visit these websites for information regarding students with disabilities and the family:

- Legal Framework for the Child-Centered Special Education Process
- Partners Resource Network
- Special Education Information Center
- Texas Project First

Notification to Parents of Intervention Strategies for Learning Difficulties Provided to Students in General Education

In accordance with state law, the district will annually notify parents if their child receives assistance for learning difficulties. Details of such assistance can include intervention strategies. This notice is not intended for those students already enrolled in a special education program.

A Student Who Receives Special Education Services with Other School-Aged Children in the Home

If a student is receiving special education services at a campus outside his or her attendance zone, state law permits the parent or guardian to request that other students residing in the household be transferred to the same campus—if the grade level for the transferring student is offered on that campus.

The student receiving special education services would be entitled to transportation; however, the district is not required to provide transportation to other children in the household.

The parent or guardian should contact the school principal regarding transportation needs prior to requesting a transfer for other children in the home. [See policy FDB(LOCAL).]

A Student Who Speaks a Primary Language Other than English

A student may be eligible to receive specialized support if his or her primary language is not English, and the student has difficulty performing ordinary class work in English.

If the student qualifies for these services, the Language Proficiency Assessment Committee (LPAC) will determine the types of services the student needs, including accommodations or modifications related to classroom instruction, local assessments, and state-mandated assessments.

A Student with Physical or Mental Impairments Protected under Section 504

A student with a physical or mental impairment that substantially limits a major life activity, as defined by law—and who does not otherwise qualify for special education services—may qualify for protections under Section 504 of the Rehabilitation Act.

Section 504 is a federal law designed to prohibit discrimination against individuals with disabilities.

When an evaluation is requested, a committee will be formed to determine whether the student needs services and supports under Section 504 in order to receive a free appropriate public education (FAPE), as defined in federal law.

[See policy FB.]

[See **A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services** on page 21 for more information.]

Section II:
Other Important Information for Parents and Students

Topics in this section of the Student Handbook contain important information on academics, school activities, and school operations and requirements. Take a moment with your child to become familiar with the various issues addressed in this section. It is organized in alphabetical order to serve as a quick-reference when you or your child has a question about a specific school-related issue. Where possible, the topics are also organized to alert you to the applicability of each topic based on a student's age or grade level. Should you be unable to find the information on a particular topic, please contact a campus administrator.

Absences / Attendance

Regular school attendance is essential for a student to make the most of his or her education—to benefit from teacher-led and school activities, to build each day's learning on the previous day's, and to grow as an individual. Absences from class may result in serious disruption of a student's mastery of the instructional materials; therefore, the student and parent should make every effort to avoid unnecessary absences. Two state laws—one dealing with the required presence of school-aged children in school, e.g., compulsory attendance, the other with how a student's attendance affects the award of a student's final grade or course credit—are of special interest to students and parents. They are discussed below.

Compulsory Attendance

Age 19 and Older

A student who voluntarily attends or enrolls after his or her 19th birthday is required to attend each school day until the end of the school year. If a student age 19 or older has more than five unexcused absences in a semester, the district may revoke the student's enrollment. The student's presence on school property thereafter would be unauthorized and may be considered trespassing. [See policy FEA.]

Between Ages 6 and 19

State law requires that a student between the ages of 6 and 19 attend school, as well as any applicable accelerated instruction program, extended year program, or tutorial session, unless the student is otherwise excused from attendance or legally exempt.

State law requires attendance in an accelerated reading instruction program when kindergarten, first grade, or second grade students are assigned to such a program. Parents will be notified in writing if their child is assigned to an accelerated reading instruction program as a result of a diagnostic reading instrument.

A student will be required to attend any assigned accelerated instruction program, which may occur before or after school or during the summer, if the student does not meet the passing standards on the state assessment for his or her grade level and/or applicable subject area.

Prekindergarten and Kindergarten

Students enrolled in prekindergarten or kindergarten are required to attend school and are subject to the compulsory attendance requirements as long as they remain enrolled.

Exemptions to Compulsory Attendance

All Grade Levels

State law allows exemptions to the compulsory attendance requirements for several types of absences if the student makes up all work. These include the following activities and events:

- Religious holy days;
- Required court appearances;
- Activities related to obtaining U.S. citizenship;
- Documented health-care appointments for the student or a child of the student, including absences for recognized services for students diagnosed with autism spectrum disorders, if the student comes to school or returns to school on the same day as the appointment. A note from the health-care provider must be submitted upon the student's arrival or return to campus; and
- For students in the conservatorship (custody) of the state,
  - An activity required under a court-ordered service plan; or
  - Any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

As listed in Section I at **Children of Military Families**, absences of up to five days will be excused for a student to visit with a parent, stepparent, or legal guardian who has been called to duty for, is on leave from, or immediately returned from certain deployments. [See page 18.]

Secondary Grade Levels

In addition, a junior or senior student's absence of up to two days related to visiting a college or university will be considered an exemption, provided this has been authorized by the board under policy FEA(LOCAL), the student receives approval from the campus principal, follows the campus procedures to verify such a visit, and makes up any work missed.

An absence will also be considered an exemption if a student 17 years of age or older is pursuing enlistment in a branch of the U.S. armed services or Texas National Guard, provided the absence does not exceed four days during the period the student is enrolled in high school and the student provides verification to the district of these activities.

Absences of up to two days in a school year will also be considered an exemption for a student serving as:

- An early voting clerk, provided the district's board has authorized this in policy FEA(LOCAL), the student notifies his or her teachers, and the student receives approval from the principal prior to the absences; and

- An election clerk, if the student makes up any work missed.

An absence of a student in grades 6–12 for the purpose of sounding "Taps" at a military honors funeral for a deceased veteran will also be excused by the district.

Failure to Comply with Compulsory Attendance

All Grade Levels

School employees must investigate and report violations of the state compulsory attendance law. A student absent without permission from school; from any class; from required special programs, such as additional special instruction, termed "accelerated instruction" by the state; or from required tutorials will be considered in violation of the compulsory attendance law and subject to disciplinary action.

Students with Disabilities

If a student with a disability is experiencing attendance issues, the student's ARD committee or Section 504 committee will be notified, and the committee will determine whether the attendance issues warrant an evaluation, a reevaluation, and/or modifications to the student's individualized education program or Section 504 plan, as appropriate.

Age 19 and Older

After a student age 19 or older incurs a third unexcused absence, the district will send the student a letter as required by law explaining that the district may revoke the student's enrollment for the remainder of the school year if the student has more than five unexcused absences in a semester. As an alternative to revoking a student's enrollment, the district may implement a behavior improvement plan.

Between Ages 6 and 19

When a student between ages 6 and 19 incurs unexcused absences for three or more days or parts of days within a four-week period, the school will send a notice to the student's parent, as required by law, to remind the parent that it is the parent's duty to monitor the student's attendance and to require the student to come to school. The notice will also inform the parent that the district will initiate truancy prevention measures and request a conference between school administrators and the parent. These measures will include a behavior improvement plan, school-based community service, or referrals to either in-school or out-of-school counseling or other social services. Any other measures considered appropriate by the district will also be initiated.

The truancy prevention facilitator for the district is Cord Woerner at 830-693-4357. If you have questions about your student and the effect of his or her absences from school, please contact the facilitator or any other campus administrator.

A court of law may also impose penalties against a student's parent if a school-aged student is deliberately not attending school. A complaint against the parent may be filed in court if the student is absent without excuse from school on ten or more days or parts of days within a six-month period in the same school year.

If a student ages 12–18 incurs unexcused absences on ten or more days or parts of days within a six-month period in the same school year, the district, in most circumstances, will refer the student to truancy court.

[See policies FEA(LEGAL) and FED(LEGAL).]

Attendance for Credit or Final Grade (Kindergarten–Grade 12)

To receive credit or a final grade in a class, a student must attend at least 90 percent of the days the class is offered. A student who attends fewer than 90 percent of the days the class is offered will be referred to the attendance review committee to determine whether there are extenuating circumstances for the absences and how the student can regain credit or a final grade lost because of absences. [See policy FEC.]

All absences, whether excused or unexcused, must be considered in determining whether a student has attended the required percentage of days. In determining whether there were extenuating circumstances for the absences, the attendance committee will use the following guidelines:

- If makeup work is completed, absences for the reasons listed above at **Exemptions to Compulsory Attendance** will be considered extenuating circumstances for purposes of attendance for credit or the award of a final grade.
- A transfer or migrant student begins to accumulate absences only after he or she has enrolled in the district.
- In reaching a decision about a student's absences, the committee will attempt to ensure that it is in the best interest of the student.
- The committee will review absences incurred based on the student's participation in board-approved extracurricular activities. These absences will be considered by the attendance committee as extenuating circumstances in accordance with the absences allowed under FM(LOCAL) if the student made up the work missed in each class.
- The committee will consider the acceptability and authenticity of documented reasons for the student's absences.
- The committee will consider whether the absences were for reasons over which the student or the student's parent could exercise any control.
- The committee will consider the extent to which the student has completed all assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.
- The student or parent will be given an opportunity to present any information to the committee about the absences and to talk about ways to earn or regain credit or a final grade.

The student or parent may appeal the committee's decision to the board by following policy FNG(LOCAL).

The actual number of days a student must be in attendance to receive credit or a final grade will depend on whether the class is for a full semester or for a full year.

Official Attendance-Taking Time (All Grade Levels)

The district must submit attendance of its students to the TEA reflecting attendance at a specific time each day.

Official attendance is taken every day during the second instructional hour as required by state rule.

A student absent for any portion of the day, including at the official attendance-taking time, should follow the procedures below to provide documentation of the absence.

Documentation after an Absence (All Grade Levels)

When a student is absent from school, the student—upon arrival or return to school—must bring a note signed by the parent that describes the reason for the absence. A note signed by the student, even with the parent's permission, will not be accepted unless the student is age 18 or older or is an emancipated minor under state law. A phone call from the parent may be accepted, but the district reserves the right to require a written note.

The campus will document in its attendance records for the student whether the absence is considered by the district to be excused or unexcused.

Note: Unless the absence is for a statutorily allowed reason under compulsory attendance laws, the district is not required to excuse any absence, even if the parent provides a note explaining the absence.

Doctor's Note after an Absence for Illness (All Grade Levels)

A student absent for more than 3 consecutive days because of a personal illness must bring a statement from a doctor or health clinic verifying the illness or condition that caused the student's extended absence from school. Otherwise, the student's absence may be considered unexcused and, if so, would be considered to be in violation of compulsory attendance laws.

Should the student develop a questionable pattern of absences, the principal or attendance committee may require a statement from a doctor or health clinic verifying the illness or condition that caused the student's absence from school to determine whether the absence or absences will be excused or unexcused.

[See policy FEC(LOCAL).]

Driver License Attendance Verification (Secondary Grade Levels Only)

For a student between the ages of 16 and 18 to obtain a driver license, written parental permission must be provided for the Texas Department of Public Safety (DPS) to access the

student's attendance records and, in certain circumstances, for a school administrator to provide the student's attendance information to DPS. A verification of enrollment (VOE) and attendance form may be obtained from the office, which the student will need to submit to DPS upon application for a driver license.

Accountability under State and Federal Law (All Grade Levels)

Marble Falls ISD and each of its campuses are held to certain standards of accountability under state and federal law. A key component of the accountability requirements is the dissemination and publication of certain reports and information, which include:

- The Texas Academic Performance Report (TAPR) for the district, compiled by TEA, the state agency that oversees public education, based on academic factors and ratings;
- A School Report Card (SRC) for each campus in the district compiled by TEA based on academic factors and ratings;
- The district's financial management report, which will include the financial accountability rating assigned to the district by TEA; and
- Information compiled by TEA for the submission of a federal report card that is required by federal law.

This information can be found on the district's website at www.marblefallsisd.org. Hard copies of any reports are available upon request to the district's administration office.

TEA also maintains additional accountability and accreditation information at TEA Performance Reporting Division and the TEA homepage.

Armed Services Vocational Aptitude Battery Test

A student in grades 10–12 will be offered an opportunity to take the Armed Services Vocational Aptitude Battery test and consult with a military recruiter.

Please contact the principal or school counselor for information about this opportunity.

Awards and Honors (All Grade Levels)

Awards and honors vary for each campus in Marble Falls ISD. Student excellence in many different endeavors is awarded and honored. For campus specific information, contact the campus office.

Bullying (All Grade Levels)

Bullying is defined in state law as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. Cyberbullying is defined by state law as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

The district is required to adopt policies and procedures regarding:

- Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
- Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
- Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Bullying is prohibited by the district and could include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name-calling, rumor-spreading, or ostracism.

If a student believes that he or she has experienced bullying or has witnessed bullying of another student, it is important for the student or parent to notify a teacher, school counselor, principal, or another district employee as soon as possible to obtain assistance and intervention. The administration will investigate any allegations of bullying or other related misconduct. The district will also provide notice to the parent of the alleged victim and the parent of the student alleged to have engaged in bullying. A student may anonymously report an alleged incident of bullying by www.marblefallsisd.org.

If the results of an investigation indicate that bullying has occurred, the administration will take appropriate disciplinary action and may notify law enforcement in certain circumstances. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying. Available counseling options will be provided to these individuals, as well as to any students who have been identified as witnesses to the bullying.

Any retaliation against a student who reports an incident of bullying is prohibited.

Upon the recommendation of the administration, the board may, in response to an identified case of bullying, decide to transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parent, the student may also be transferred to another campus in the district. The parent of a student who has been determined by the district to be a victim of bullying may request that the student be transferred to another classroom or campus within the district. [See **Safety Transfers/Assignments** on page 19.]

A copy of the district's policy is available in the principal's office, superintendent's office, and on the district's website, and is included at the end of this handbook in the form of an appendix. Procedures related to reporting allegations of bullying may also be found on the district's website.

A student or parent who is dissatisfied with the outcome of an investigation may appeal through policy FNG(LOCAL).

[See **Safety Transfers/Assignments** on page 19, **Dating Violence, Discrimination, Harassment, and Retaliation** on page 43, **Hazing** on page 62, policy FFI, the district's Student Code of Conduct, and the district improvement plan, a copy of which can be viewed in the campus office.]

Career and Technical Education (CTE) Programs (Secondary Grade Levels Only)

The district offers career and technical education programs in the following areas: Arts and Humanities, Business and Industry, Public Services, STEM (Science, Technology, Engineering, and Math), and Multidisciplinary Studies. Please see the counselor for additional information concerning admission into these programs and requirements for graduation.

It is the policy of the district not to discriminate on the basis of race, color, national origin, sex, or handicap in its vocational programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the district not to discriminate on the basis of race, color, national origin, sex, handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

The district will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all educational and vocational programs.

[See **Nondiscrimination Statement** on page 74 for the name and contact information for the Title IX coordinator and ADA/Section 504 coordinator, who will address certain allegations of discrimination.]

Celebrations (All Grade Levels)

Although a parent or grandparent is not prohibited from providing food for a school-designated function or for children in the child's or grandchild's classroom for his or her birthday, please be aware that children in the school may have severe allergies to certain food products. Therefore, it is imperative to have the teacher approve any food being brought into the classroom for any purpose. Occasionally, the school or a class may host certain functions or celebrations tied to the curriculum that will involve food. The school or teacher will notify students and parents of any known food allergies when soliciting potential volunteers for bringing food products. It is strongly encouraged that birthday treat items and items brought for school-designated functions be store-bought with ingredient labels brought to the campus for allergen review. If bringing "Home Made" items to school, please provide a list of ingredients to the teacher/campus for allergen review. When school-designated functions or birthdays are being celebrated, please refrain from bringing decorations, party favors or gifts.

[See **Food Allergies** on page 65.]

Child Sexual Abuse and Other Maltreatment of Children (All Grade Levels)

The district has established a plan for addressing child sexual abuse and other maltreatment of children. As a parent, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. A person who compels or encourages a child to engage in sexual conduct commits abuse. It is illegal to make or possess child pornography or to display such material to a child. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, for reporting the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

Possible physical warning signs of sexual abuse could be difficulty sitting or walking, pain in the genital areas, and claims of stomachaches and headaches. Behavioral indicators may include verbal references or pretend games of sexual activity between adults and children, fear of being alone with adults of a particular gender, or sexually suggestive behavior. Emotional warning signs to be aware of include withdrawal, depression, sleeping and eating disorders, and problems in school.

A child who has experienced sexual abuse or any other type of abuse or neglect should be encouraged to seek out a trusted adult. Be aware as a parent or other trusted adult that disclosures of sexual abuse may be more indirect than disclosures of physical abuse and neglect, and it is important to be calm and comforting if your child, or another child, confides in you. Reassure the child that he or she did the right thing by telling you.

Parents, if your child is a victim of sexual abuse or other maltreatment, the school counselor or principal will provide information regarding counseling options for you and your child available in your area. The Texas Department of Family and Protective Services (DFPS) also manages early

intervention counseling programs. [To find out what services may be available in your county, see Texas Department of Family and Protective Services, Programs Available in Your County.]

Be aware that children and adolescents who have experienced dating violence may show similar physical, behavioral, and emotional warning signs. [See **Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels)** on page 43.]

The following websites might help you become more aware of child abuse and neglect:

- Child Welfare Information Gateway Factsheet (pdf)
- KidsHealth, For Parents, Child Abuse
- Texas Association Against Sexual Assault, Resources

Reports of abuse or neglect may be made to: The CPS division of the DFPS (1-800-252-5400 or on the web at Texas Abuse Hotline Website).

Class Rank / Highest-Ranking Student (Secondary Grade Levels Only)

The Marble Falls ISD weighted rank point chart is detailed in the Marble Falls High School Course Description Guide. The chart is used to calculate a student's weighted cumulative rank average and is not reflected in the actual numerical grade recorded for each course on the academic achievement record (transcript) or the report card. Actual numerical semester grades are reported on transcripts and reports cards, but are converted to the weighted rank points according to the chart (course description guide) for purposes of denoting ranking. Students will receive higher "weighted" rank points for the more rigorous level courses. For example: A student who takes English I Pre AP with a semester grade of 85 would earn rank points of 5.5 for that course.

The average used to calculate class rank is the sum of the total weighted rank points divided by the total number of **ranked** semester courses taken in high school. Under this rank point system, a student who takes English I (regular) with a semester actual grade of 85 would earn a rank point of 4.5 as compared to an English I Pre AP rank point of 5.5. This is to reflect the level of challenge in a given course.

Grades earned through correspondence courses, credit by exam for acceleration, credit by exam for credit restoration, summer school, middle school/junior high credits not taken on the high school campus, or other coursework not offered through the internal validation/moderation of the high school campus will not be used in the calculation of class rank. Weighted grade points will only be assigned upon full completion of each semester of applicable courses. If a student does not complete the course, the appropriate correlating course regular grade weight will be used. (Example: A student who drops English III AP and shifts to the English III regular course will receive the regular course weight for English III.) In addition, Level V advanced grade weight will be assigned only upon full completion of those specified courses. (Note: Grades below 70 in Pre-AP, Dual Credit (class of 2018) or AP classes do not have the weighted points added to their grade.

[For further information, see policy EIC.]

Weighted Course Listings

Courses Receiving Level IV Weighted Ranking – Courses designated as AP

Courses Receiving Level III Weighted Ranking – Courses designated as Pre-AP, DAP, and Humanities. Dual Credit (beginning with Freshman class of 2015)

Courses Receiving Level II Weighted Ranking – All regular English, Math, Science, Social Studies and Foreign Language courses not designated as pre-AP, AP, or dual credit with the exception of Psychology and Sociology

Courses Receiving Level I Weighted Ranking – all English, Math, Science and Social Studies courses[For further information, see policy EIC.]

CLASS RANK

The purpose of class ranking is to accurately portray a student's academic standing in a class. The primary intent is to provide information to post graduate institutions during admission and scholarship reviews as to the level of study attempted and mastered in common courses of study in a given graduating class. For this reason, it is important that the high school ranking procedure provide a fair comparison among students across a common standard of performance.

Class rank is the academic position a student has in relation to other students in the grade level. The student with the highest rank average is identified as "first in class" (Number 1), the second highest rank average as "second in class" (Number 2), and so on. For example: A graduating class of 250 will have the student with the highest rank average identified as "Number 1" (1 of 250). This would be the valedictorian. The lowest rank average would be "Number 250" (250 of 250). Quartile rankings are drawn from this. For example: Students ranked Number 1-125 would be in the "top 50%" or "top half" of the class.

At the beginning of the senior year, each student will receive a report showing his/her exact rank in the class. This rank will reflect course work completed in the 1st six semesters of high school (grades 9-11). Rankings will be updated at the end of the first semester of the senior year. Three year and December graduates ("Early Graduates") will be dual ranked at this time (see "Dual Ranking" description). **Final rankings** (for college admissions and will be determined at the end of the 3rd quarter grade-reporting period and will be available after the Senior Scholarship Awards Ceremony held on campus in May. At this time, the Valedictorian and Salutatorian and Honor Graduates will be announced.

Top Ten Percent – Automatic Admission

For two school years following their graduation, District graduates who ranked in the top ten percent of their graduating class are eligible for automatic admission into four-year public universities and colleges in Texas (except UT Austin which sets their automatic admission standard differently from year to year). Students and parents should contact the counselor for further information about how to apply and the deadline for application. Early graduates are not included in the top ten percent list. [For further information, see policies at EIC.]

Valedictorian & Salutatorian

Only students enrolled in and completing high school in exactly four years and enrolled at Marble Falls High School during the complete junior/senior year (enrollment within the first six weeks of the junior year) will be eligible to be the valedictorian or salutatorian. Early graduates are not eligible.

Dual Ranking

Early graduates will be dual ranked with the four-year graduates for purposes of issuing a class rank for college admission/scholarship considerations only. This will assist in maintaining a common standard of comparison across grade levels while providing an option for those students seeking to enter post-graduate study with recognition on an accelerated schedule. A dual rank listing will be created by placing early graduates at the level their rank would otherwise indicate. They will not be included in the listing of "top 10 percent" forwarded to the college coordinating board for automatic admission purposes.

For example:

Class Rank	4 Year Graduates	Early Graduates
1	7.53 (Valedictorian)	7.53
2	7.0 (Salutatorian)	7.00
3	6.971	6.88
4	6.72	6.70

In this example, the 4 year graduates listed are the numbers 1-4 in the class. Their names will be included in the top 10 percent number (25 of 250 students, for example) for automatic admission. The 4 year graduate with the 7.53 will be identified as the valedictorian.

Honor Graduates

A Marble Falls High School Honor Graduate is defined as a student who meets both of the following criteria:

- completes high school in exactly four years
- is ranked in the top 10% of the graduating class

  Early graduates are not considered for Honor Graduate status but will be recognized at the Senior Scholarship Awards Night and Graduation if their GPA falls within the top 10% in the class.

  Marble Falls ISD is fortunate to have a continuum of services available to the interests, needs, and post-graduate pursuits of all students. Students or parents with questions regarding the class ranking procedure, its purposes, implementation, and/or impact on individual students should contact their school counselor for details.

[For further information, see policy EIC.]

Beginning with students who entered grade 9 in the 2014–15 school year, a new graduation program is in effect. Therefore, class ranking procedures may be adjusted by the district based on the new graduation plan. As these decisions are made, the district will make the information available to the students affected by these changes.

[For further information, see policy EIC.]

Class Schedules (Secondary Grade Levels Only)

All students are expected to attend school for the entire school day and maintain a class/course schedule to fulfill each period of the day. Exceptions may be made occasionally by the campus principal for students in grades 9–12 who meet specific criteria and receive parental consent to enroll in less than a full-day's schedule.

[See **Schedule Changes** on page 82 for information related to student requests to revise their course schedule.]

College and University Admissions and Financial Aid (Secondary Grade Levels Only)

For two school years following graduation, a district student who graduates in the top ten percent and, in some cases, the top 25 percent, of his or her class is eligible for automatic admission into four-year public universities and colleges in Texas if the student:

- Completes the distinguished level of achievement under the foundation graduation program (a student must graduate with at least one endorsement and must have taken Algebra II as one of the four required math courses); or
- Satisfies the ACT College Readiness Benchmarks or earns at least a 1500 out of 2400 on the SAT.

In addition, the student must submit a completed application for admission in accordance with the deadline established by the college or university. The student is ultimately responsible for ensuring that he or she meets the admission requirements of the university or college to which the student submits an application.

The University of Texas at Austin may limit the number of students automatically admitted to 75 percent of the University's enrollment capacity for incoming resident freshmen. For students who are eligible to enroll in the University during the summer or fall 2020 terms or spring 2021 term, the University will admit the top six percent of the high school's graduating class who meet the above requirements. Additional applicants will be considered by the University through a holistic review process.

Should a college or university adopt an admissions policy that automatically accepts the top 25 percent of a graduating class, the provisions above will also apply to a student ranked in the top 25 percent of his or her class.

Upon a student's registration for his or her first course that is required for high school graduation, the district will provide written notice concerning automatic college admission, the curriculum requirements for financial aid, and the benefits of completing the requirements for automatic admission and financial aid. Parents and students will be asked to sign an acknowledgment that they received this information.

Students and parents should contact the school counselor for further information about automatic admissions, the application process, and deadlines.

[See **Class Rank/Highest-Ranking Student** on page 34 for information specifically related to how the district calculates a student's rank in class, and requirements for **Graduation** on page 57 for information associated with the foundation graduation program.]

[See **Students in the Conservatorship of the State (Foster Care)** on page 20 for information on assistance in transitioning to higher education for students in foster care.]

College Credit Courses (Secondary Grade Levels Only)

Students in grades 9–12 have opportunities to earn college credit through the following methods:

- Certain courses taught at the high school campus, which may include courses termed dual credit, Advanced Placement (AP), International Baccalaureate (IB), or college preparatory;
- Enrollment in an AP or dual credit course through the Texas Virtual School Network (TXVSN);
- Enrollment in courses taught in conjunction and in partnership with specific colleges
- Enrollment in courses taught at other colleges or universities; and
- Certain CTE courses.

All these methods have eligibility requirements and must be approved prior to enrollment in the course. Please see the school counselor for more information. Depending on the student's grade level and the course, a state-mandated end-of-course assessment may be required for graduation.

It is important to keep in mind that not all colleges and universities accept credit earned in all dual credit or AP courses taken in high school for college credit. Students and parents should check with the prospective college or university to determine if a particular course will count toward the student's desired degree plan.

Communications—Automated

Emergency

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. An emergency purpose may include early dismissal or delayed opening because of severe weather or another emergency, or if the campus must restrict access due to a security threat. It is crucial

to notify your child's school when a phone number previously provided to the district has changed.

[See **Safety** on page 80 for information regarding contact with parents during an emergency situation.]

Nonemergency

Your child's school will request that you provide contact information, such as your phone number and email address, for the school to communicate items specific to your child, your child's school, or the district. If you consent to receive such information through a landline or wireless phone, please ensure that you notify the school's administration office immediately upon a change in your phone number. The district or school may generate automated or pre-recorded messages, text messages, or real-time phone or email communications that are closely related the school's mission, so prompt notification of any change in contact information will be crucial to maintain timely communication with you. Standard messaging rates of your phone carrier may apply. If you have specific requests or needs related to how the district contacts you, please contact your child's principal. [See **Safety** on page 80 for information regarding contact with parents during an emergency.]

Complaints and Concerns (All Grade Levels)

Usually student or parent complaints or concerns can be addressed informally by a phone call or a conference with the teacher or principal. For those complaints and concerns that cannot be handled so easily, the board has adopted a standard complaint policy at FNG(LOCAL) in the district's policy manual, available on the district's website at www.marblefallsisd.org. A copy of the complaint forms may be obtained in the principal's or superintendent's office or at www.marblefallsisd.org.

Should a parent or student feel a need to file a formal complaint, the parent or student should file a district complaint form within the timelines established in policy FNG(LOCAL). In general, the student or parent should submit the written complaint form to the campus principal. If the concern is not resolved, a request for a conference should be sent to the superintendent. If still unresolved, the district provides for the complaint to be presented to the board of trustees.

Conduct (All Grade Levels)

Applicability of School Rules

As required by law, the board has adopted a Student Code of Conduct that prohibits certain behaviors and defines standards of acceptable behavior—both on and off campus as well as on district vehicles—and consequences for violation of these standards. The district has disciplinary authority over a student in accordance with the Student Code of Conduct. Students and parents should be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules. During any periods of instruction during the summer months, the Student Handbook and Student Code of Conduct in place for the year immediately

preceding the summer period shall apply, unless the district amends either or both documents for the purposes of summer instruction.

Campus Behavior Coordinator

By law, each campus has a campus behavior coordinator to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The campus behavior coordinator at each district campus is listed below:

- Marble Falls High School – Damon Adams, principal or designee
- Falls Career High School – Yarda Leflet, principal or designee
- Marble Falls Middle School – Roger Barr, principal or designee
- Colt Elementary School – Erika O'Connor, principal or designee
- Highland Lakes Elementary School – Leslie Talamantes, principal or designee
- Marble Falls Elementary School – Michael Haley, principal or designee
- Spicewood Elementary School – Susan Cox, principal or designee

Deliveries

Except in emergencies, delivery of messages or packages to students will not be allowed during instructional time. A parent may leave a message or a package, such as a forgotten lunch, for the student to pick up from the front office during a passing period or lunch.

Disruptions of School Operations

Disruptions of school operations are not tolerated and may constitute a misdemeanor offense. As identified by state law, disruptions include the following:

- Interference with the movement of people at an exit, entrance, or hallway of a district building without authorization from an administrator.
- Interference with an authorized activity by seizing control of all or part of a building.
- Use of force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Use of force, violence, or threats to cause disruption during an assembly.
- Interference with the movement of people at an exit or an entrance to district property.
- Use of force, violence, or threats in an attempt to prevent people from entering or leaving district property without authorization from an administrator.
- Disruption of classes or other school activities while on district property or on public property that is within 500 feet of district property. Class disruption includes making loud noises; trying to entice a student away from, or to prevent a student from attending, a required class or activity; and entering a classroom without authorization and disrupting the activity with loud or profane language or any misconduct.

- Interference with the transportation of students in vehicles owned or operated by the district.

Social Events

School rules apply to all school social events. Guests attending these events are expected to observe the same rules as students, and a student inviting a guest will share responsibility for the conduct of his or her guest.

A student attending a social event will be asked to sign out when leaving before the end of the event; anyone leaving before the official end of the event will not be readmitted.

Please contact the campus principal if you are interested in serving as a chaperone for any school social events.

Counseling

Academic Counseling

Elementary and Middle / Junior High School Grade Levels

The school counselor is available to students and parents to talk about the importance of postsecondary education and how best to plan for postsecondary education, including appropriate courses to consider and financial aid availability and requirements.

In either grade 7 or 8, each student will receive instruction related to how the student can best prepare for high school, college, and a career.

High School Grade Levels

High school students and their parents are encouraged to talk with a school counselor, teacher, or principal to learn more about course offerings, graduation requirements, and early graduation procedures. Each year, high school students will be provided information on anticipated course offerings for the next school year and other information that will help them make the most of academic and CTE opportunities, as well as information on the importance of postsecondary education.

The school counselor can also provide information about entrance examinations and application deadlines, as well as information about automatic admission, financial aid, housing, and scholarships as these relate to state colleges and universities. Additionally, the school counselor can provide information about workforce opportunities after graduation or technical and trade school opportunities, including opportunities to earn industry-recognized certificates and licenses.

Personal Counseling (All Grade Levels)

The school counselor is available to assist students with a wide range of personal concerns, including such areas as social, family, emotional or mental health issues, or substance abuse. A student who wishes to meet with the school counselor should contact the counseling office at their campus. As a parent, if you are concerned about your child's mental or emotional health, please speak with the school counselor for a list of resources that may be of assistance.

[See **Substance Abuse Prevention and Intervention** on page 89, **Suicide Awareness and Mental Health Support** on page 89, and **Child Sexual Abuse and Other Maltreatment of Children and Dating Violence** on page 33.]

Course Credit (Secondary Grade Levels Only)

A student in grades 9–12, or in a lower grade when a student is enrolled in a high school credit-bearing course, will earn credit for a course only if the final grade is 70 or above. For a two-semester (1 credit) course, the student's grades from both semesters will be averaged and credit will be awarded if the combined average is 70 or above. Should the student's combined average be less than 70, the student will be required to retake the semester in which he or she failed.

Credit by Examination *If a Student Has Taken the Course / Subject* (All Grade Levels)

A student who has previously taken a course or subject—but did not receive credit or a final grade for it—may, in circumstances determined by the principal or attendance committee, be permitted to earn credit or a final grade by passing an examination approved by the district's board of trustees on the essential knowledge and skills defined for that course or subject. Prior instruction may include, for example, incomplete coursework due to a failed course or excessive absences, homeschooling, or coursework by a student transferring from a nonaccredited school. The opportunity to take an examination to earn credit for a course or to be awarded a final grade in a subject after the student has had prior instruction is sometimes referred to as "credit recovery."

If the student is granted approval to take an examination for this purpose, the student must score at least 70 on the examination to receive credit for the course or subject.

The attendance review committee may also offer a student with excessive absences an opportunity to earn credit for a course by passing an examination.

[For further information, see the school counselor and policy EHDB(LOCAL).]

Credit by Examination for Advancement / Acceleration *If a Student Has Not Taken the Course / Subject*

A student will be permitted to take an examination to earn credit for an academic course or subject area for which the student has had no prior instruction, i.e., for advancement or to accelerate to the next grade level. The examinations offered by the district are approved by the district's board of trustees. The dates on which examinations are scheduled during the 2019–20 school year will be published in appropriate district publications and on the district's website. The only exceptions to the published dates will be for any examinations administered by another entity besides the district or if a request is made outside of these time frames by a student experiencing homelessness or by a student involved in the foster care system. When another entity administers an examination, a student and the district must comply with the

testing schedule of the other entity. During each testing window provided by the district, a student may attempt a specific examination only once.

If a student plans to take an examination, the student (or parent) must register with the school counselor no later than 30 days prior to the scheduled testing date. [For further information, see policy EHDC.]

Kindergarten Acceleration

In accordance with State Board rules, the Board shall approve procedures developed by the Superintendent or designee to allow a child who is five years old at the beginning of the school year to be assigned initially to grade 1 rather than kindergarten. Criteria for acceleration may include:

1. Scores on readiness tests or achievement tests that may be administered by appropriate District personnel.

2. Recommendation of the kindergarten or preschool the student has attended.

3. Chronological age and observed social and emotional development of the student.

Other criteria deemed appropriate by the principal and Superintendent.

Students in Grades 1–5

A student in elementary school will be eligible to accelerate to the next grade level if the student scores at least 80 on each examination in the subject areas of language arts, mathematics, science, and social studies, a district administrator recommends that the student be accelerated, and the student's parent gives written approval of the grade advancement.

Students in Grades 6–12

A student in grade 6 or above will earn course credit with a passing score of at least 80 on the examination, a scaled score of 50 or higher on an examination administered through the CLEP, or a score of 3 or higher on an AP examination, as applicable. A student may take an examination to earn high school course credit no more than twice. If a student fails to achieve the designated score on the applicable exam before the beginning of the school year in which the student would need to enroll in the course according to the school's high school course sequence, the student must complete the course.

Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels)

The district believes that all students learn best in an environment free from dating violence, discrimination, harassment, and retaliation and that their welfare is best served when they are free from this prohibited conduct while attending school. Students are expected to treat other students and district employees with courtesy and respect, to avoid behaviors known to be offensive, and to stop those behaviors when asked or told to stop. District employees are expected to treat students with courtesy and respect.

The board has established policies and procedures to prohibit and promptly respond to inappropriate and offensive behaviors that are based on a person's race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law. A copy of the district's policy is available in the principal's office and in the superintendent's office or on the district's website at www.marblefallsisd.org . [See policy FFH.]

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense. This type of conduct is considered harassment if the conduct is so severe, persistent, or pervasive that it affects the student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of dating violence against a student may include, but are not limited to, physical or sexual assaults; name-calling; put-downs; threats to hurt the student, the student's family members, or members of the student's household; destroying property belonging to the student; threats to commit suicide or homicide if the student ends the relationship; threats to harm a student's current dating partner; attempts to isolate the student from friends and family; stalking; or encouraging others to engage in these behaviors.

Discrimination

Discrimination is defined as any conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law that negatively affects the student.

Harassment

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects the student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of harassment may include, but are not limited to, offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

In addition to dating violence as described above, two other types of prohibited harassment are described below.

Sexual Harassment and Gender-Based Harassment

Sexual harassment and gender-based harassment of a student by an employee, volunteer, or another student are prohibited.

Examples of sexual harassment may include, but not be limited to, touching private body parts or coercing physical contact that is sexual in nature; sexual advances; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Sexual harassment of a student by an employee or volunteer does not include necessary or permissible physical contact not reasonably construed as sexual in nature, such as comforting a child with a hug or taking the child's hand. However, romantic and other inappropriate social relationships, as well as all sexual relationships, between students and district employees are prohibited, even if consensual.

Gender-based harassment includes harassment based on a student's gender, expression by the student of stereotypical characteristics associated with the student's gender, or the student's failure to conform to stereotypical behavior related to gender.

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include, but not be limited to, offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Retaliation

Retaliation against a person who makes a good faith report of discrimination or harassment, including dating violence, is prohibited. Retaliation against a person who is participating in an investigation of alleged discrimination or harassment is also prohibited. A person who makes a false claim or offers false statements or refuses to cooperate with a district investigation, however, may be subject to appropriate discipline.

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

Reporting Procedures

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, school counselor, principal, or other district employee. The report may be made by the student's parent. [See policy FFH(LOCAL) and (EXHIBIT) for other appropriate district officials to whom to make a report.]

Upon receiving a report of prohibited conduct as defined by policy FFH, the district will determine whether the allegations, if proven, would constitute prohibited conduct as defined by that policy. If not, the district will refer to policy FFI to determine if the allegations, if proven, would constitute bullying, as defined by law and that policy. If the alleged prohibited conduct, if

proven, would constitute prohibited conduct and would also be considered bullying as defined by law and policy FFI, an investigation of bullying will also be conducted.

The district will promptly notify the parent of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the event alleged prohibited conduct involves another student, the district will notify the parent of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by policy FFH.

Investigation of Report

To the extent possible, the district will respect the privacy of the student; however, limited disclosures may be necessary to conduct a thorough investigation and to comply with law. Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

If a law enforcement or other regulatory agency notifies the district that it is investigating the matter and requests that the district delay its investigation, the district will resume the investigation at the conclusion of the agency's investigation.

During the course of an investigation and when appropriate, the district will take interim action to address the alleged prohibited conduct.

If the district's investigation indicates that prohibited conduct occurred, appropriate disciplinary action, and, in some cases, corrective action, will be taken to address the conduct. The district may take disciplinary and corrective action even if the conduct that is the subject of the complaint was not unlawful.

All involved parties will be notified of the outcome of the district investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (FERPA).

A student or parent who is dissatisfied with the outcome of the investigation may appeal in accordance with policy FNG(LOCAL).

Discrimination

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 43.]

Distance Learning

All Grade Levels

Distance learning and correspondence courses include courses that encompass the state-required essential knowledge and skills but are taught through multiple technologies and alternative methodologies such as mail, satellite, internet, video-conferencing, and instructional television.

If a student wishes to enroll in a correspondence course or a distance learning course that is not provided through the Texas Virtual School Network (TXVSN), as described below, to earn credit in a course or subject, the student must receive permission from the principal prior to enrolling in the course or subject. If the student does not receive prior approval, the district may not recognize and apply the course or subject toward graduation requirements or subject mastery.

Texas Virtual School Network (TXVSN) (Secondary Grade Levels)

The Texas Virtual School Network (TXVSN) has been established by the state as one method of distance learning. A student has the option, with certain limitations, to enroll in a course offered through the TXVSN to earn course credit for graduation.

Depending on the TXVSN course in which a student enrolls, the course may be subject to the "no pass, no play" rules. [See **Extracurricular Activities, Clubs, and Organizations** on page 54.] In addition, for a student who enrolls in a TXVSN course for which an end-of-course (EOC) assessment is required, the student must still take the corresponding EOC assessment.

If you have questions or wish to make a request that your child be enrolled in a TXVSN course, please contact the school counselor. Unless an exception is made by the campus principal, a student will not be allowed to enroll in a TXVSN course if the school offers the same or a similar course.

A copy of policy EHDE will be distributed to parents of middle and high school students at least once each year. If you do not receive a copy or have questions about this policy, please contact the campus counselor.

Distribution of Literature, Published Materials, or Other Documents (All Grade Levels)

School Materials

Publications prepared by and for the school may be posted or distributed, with the prior approval of the principal, sponsor, or teacher. Such items may include school posters, brochures, flyers, etc.

The school yearbook is available to students.

All school publications are under the supervision of a teacher, sponsor, and the principal.

Nonschool Materials

From Students

Students must obtain prior approval from the campus principal before selling, posting, circulating, or distributing more than *10* copies of written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that were not developed under the oversight of the school. To be considered, any nonschool material must include the name of the sponsoring person or organization. The decision regarding approval will be made within two school days.

The campus principal will designate the location for approved nonschool materials to be placed for voluntary viewing or collection by students. [See policy FNAA.]

A student may appeal a decision in accordance with policy FNG(LOCAL). Any student who sells, posts, circulates, or distributes nonschool material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without approval will be removed.

[See FNG(LOCAL) for student complaint procedures.]

From Others

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the district or by a district-affiliated school-support organization will not be sold, circulated, distributed, or posted on any district premises by any district employee or by persons or groups not associated with the district, except as permitted by policy GKDA. To be considered for distribution, any nonschool material must meet the limitations on content established in the policy, include the name of the sponsoring person or organization, and be submitted to the campus principal for prior review. The principal will approve or reject the materials within two school days of the time the materials are received. The requestor may appeal a rejection in accordance with the appropriate district complaint policy. [See policies at DGBA or GF.]

The campus principal will designate the location for approved nonschool materials to be placed for voluntary viewing or collection.

Prior review will not be required for:

- Distribution of materials by an attendee to other attendees of a school-sponsored meeting intended for adults and held after school hours.
- Distribution of materials by an attendee to other attendees of a community group meeting held after school hours in accordance with policy GKD(LOCAL) or a noncurriculum-related student group meeting held in accordance with FNAB(LOCAL).
- Distribution for electioneering purposes during the time a school facility is being used as a polling place, in accordance with state law.

All nonschool materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

Dress and Grooming (All Grade Levels)

The district's dress code is established to teach grooming and hygiene, prevent disruption, and minimize safety hazards. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

Secondary Grade Levels

- Students will be expected to be in compliance with the dress code while standing or sitting.
- Shirts must be size appropriate with the midriff fully covered at all times (even when arms raised). Students shall not wear clothing items that contain messages that are vulgar, offensive, obscene, or libelous; that denigrate others on the basis of race, color, religion, creed, national origin, gender, gender identity, sexual orientation, or disability; Slogans, and graphics on clothing must be appropriate for school (ex. No profanity, alcohol, drug, tobacco, sex, inappropriate language, inappropriate pictures, gestures and/or depictions of violent images.) Sleeveless shirts are permissible for females - with at least a 3-inch width across the shoulders; tank tops, spaghetti straps or backless tops are not allowed. Shirts

may not be revealing, low-cut, see-thru (lace inserts), or excessively tight. Shirts must lie flat with no exposed cleavage and must be worn no more than 3 inches below the collar bone.

- Shorts may be worn if the length is to the fingertips of the middle fingers with the arms extended down to the sides, they are hemmed, and are not "form fitting". (i.e., spandex and biker shorts are some but not all of the form fitting style shorts)
- Skirts/Dresses may be worn if the length is to the fingertips of the middle fingers with the arms extended down to the sides, (including slits). Dresses may be sleeveless (see shirt guidelines above). (Female only).
- Pants should be worn at appropriate body size. (no sagging or clothing stretched skin tight). Skin and/or undergarments must not be exposed. Leggings/Yoga Pants may be worn only if shirts worn are at fingertip length of the middle fingers with arms extended down to the sides. Shoes should be visible (bell bottoms may not cover the shoes.) Rips or holes in pants must be below finger-tip length. Appropriateness/Inappropriateness of torn clothing (frays) will be determined by the school administration
- Sweatshirts/Sweaters/Hoodies are appropriate (see shirt guidelines). Hood must be removed in the building; Cardigan (open) sweater/vests may be worn over the approved dress code clothing.
- Coats should be worn as is seasonally appropriate.
- Undergarments must be worn but not visible.
- Shoes or sandals must be worn and should reflect typical work attire. (i.e. beach/water shoes, house/bedroom slippers, cleats, rollers, metal taps or steel toes are not typical work attire shoes).
- Caps/hats may be worn to school, but must be removed while in the building, except in gyms, athletic areas or shop areas. Students are not allowed to wear bandanas, doo-rags or wave caps.
- All clothing should be neat and clean.
- Jewelry is appropriate, if discreet and non-distracting. Any type that may be deemed as a hazard for the wearer or others would not be appropriate for school (this includes but is not limited to the following: wallet chain, heavy chains or necklaces, rings with jagged or sharp ornamentation, anything with spikes, etc.) Gauges are not permitted to be worn in any student's ears at any time.
- Piercings are acceptable <u>for female students</u> in ears only with a maximum of 2 per ear. Males with ear piercings will remove these for the duration of the day (none to be worn on campus). Body piercings (ex. nose, lip, belly button, tongue) must be removed on campus. Band-Aids, spacers and/or any other coverings may not be used to fill in or cover the piercings. Gauges are not permitted to be worn in any student's ears at any time.
- Tattoos must be covered at all times.

- Hair shall be clean, well groomed, and shall not cover the eyes. Distracting haircuts (i.e. Mohawks, etc.) or hair colors will not be allowed. Hair must be of natural color (i.e. green, blue, pink etc. are not acceptable) which also includes feathers, braids and inserts.
- Contacts must be of natural eye color.
- Make-up, finger nail polish, and other cosmetics are limited to females & must be applied appropriately. Masks, excessive markings on face or face paints are not allowed.
- Mustaches, goatees and beards must be clean and neatly trimmed. Side burns should be kept trimmed and should not extend below the earlobe. Eyebrow markings are not allowed.
- Sunglasses and/or colored glasses must be removed while in the building during the instructional day and may only be in a student's possession and worn if prescribed by a physician.
- Student IDs must be worn at all times.

Elementary Grade Levels

The homeroom/classroom teacher is responsible for determining if the apparel worn to school adheres to the dress code requirements. Any school personnel may determine that clothing has been altered during the course of the school day after consulting with the homeroom teacher. If this occurs, the student is subject to disciplinary action. Specifically, the following rules governing dress and grooming shall be observed:

- Clothing and decorations (buttons, etc.) with obscene, offensive or vulgar messages and/or advertisements for prohibited materials such as tobacco products, alcoholic beverages, drugs or any other substance prohibited under FNCF (LEGAL) shall not be permitted.
- Clothes are to be worn only as originally designed by the manufacturer.
- The midriff must be covered.
- Shoes must be worn at all times, laced if needed, and with the foot fully inserted into the shoe. No flip-flop sandals allowed. Shoes with metal taps or rollers are not allowed. Tennis shoes must be worn in PE in order to participate safely.
- Cleanliness shall be expected at all times.
- Hair shall be kept clean and well groomed.
- Students may wear shorts that are mid-thigh or longer in length.
- Hats, caps, bandanas or sweatbands may not be worn.
- Clothes should be worn at the appropriate body size – no very loose or "baggy" clothes or tight-fitting clothes.

- Shirts and blouses shall be buttoned except at the collar.
- Pants or shorts shall be worn on the waist without underwear exposed.
- Tattoos are NOT permitted (permanent or temporary).
- Female Specific: Sleeveless shirts are permissible with at least a 2-inch width across the shoulders; tank tops, spaghetti straps, or backless shirts are not permitted.
- Piercings for females are acceptable in ears only with a maximum of 2 per earlobe.
- Leggings may be worn if the length of the shirt is mid-thigh or longer, including slits.
- Male Specific: Muscle shirts are not be permitted
- Males with ear piercings will remove jewelry for the duration of the school day (none to be worn on campus).

If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school. If not corrected, the student may be assigned to in-school suspension for the remainder of the day, until the problem is corrected, or until a parent or designee brings an acceptable change of clothing to the school. Repeated offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct.

Determination as to what is neat, clean, decent, modest, appropriate, and in good taste shall always be open to question. The principal or designee shall make such determination in an objective, impartial, and consistent manner. The principal or designee's judgment in these matters shall be final.

Electronic Devices and Technology Resources (All Grade Levels)

Possession and Use of Personal Telecommunications Devices, Including Mobile Telephones

For safety purposes, the district permits students to possess personal mobile telephones; however, these devices must remain turned off during the instructional day, including during all testing, unless they are being used for approved instructional purposes. A student must have approval to possess other telecommunications devices such as netbooks, laptops, tablets, or other portable computers.

The use of mobile telephones or any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at a school-related or school-sponsored event.

If a student uses a telecommunications device without authorization during the school day, the device will be confiscated. The student or parent may pick up the confiscated telecommunications device from the principal's office for a fee of $15.

Confiscated telecommunications devices that are not retrieved by the student or the student's parent will be disposed of after the notice required by law. [See policy FNCE.]

In limited circumstances and in accordance with law, a student's personal telecommunications device may be searched by authorized personnel. [See **Searches** on page 85 and policy FNF.]

Any disciplinary action will be in accordance with the Student Code of Conduct. The district is not responsible for damaged, lost, or stolen telecommunications devices.

Possession and Use of Other Personal Electronic Devices

Except as described below, students are not permitted to possess or use personal electronic devices such as MP3 players, video or audio recorders, DVD players, cameras, games, e-readers, or other electronic devices at school, unless prior permission has been obtained. Without such permission, teachers will collect the items and turn them in to the principal's office. The principal will determine whether to return items to students at the end of the day or to contact parents to pick up the items.

In limited circumstances and in accordance with law, a student's personal electronic device may be searched by authorized personnel. [See **Searches** on page 85 and policy FNF.]

Any disciplinary action will be in accordance with the Student Code of Conduct. The district is not responsible for any damaged, lost, or stolen electronic device.

Instructional Use of Personal Telecommunications and Other Electronic Devices

In some cases, students may find it beneficial or might be encouraged to use personal telecommunications or other personal electronic devices for instructional purposes while on campus. If your child will use his/her own device, it must meet the following criteria in order to access the district's Guest wireless network and will be subject to all student policies. The device must:

- Be Wi-Fi ready
- Support Dual-Band N or AC
- Have at least 4 gigabytes of memory
- Have a battery life of 6 to 8 hours

Students must obtain prior approval before using personal telecommunications or other personal electronic devices for instructional use. Students must also sign a user agreement that contains applicable rules for use (separate from this handbook). When students are not using the devices for approved instructional purposes, all devices must be turned off during the instructional day. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Acceptable Use of District Technology Resources

District-owned technology resources for instructional purposes may be issued to individual students. Use of these technological resources, which include the district's network systems

and use of district equipment, is restricted to approved purposes only. Students and parents will be asked to sign a user agreement (separate from this handbook) regarding use of these district resources. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Unacceptable and Inappropriate Use of Technology Resources

Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether the equipment used to send such messages is district-owned or personally owned, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content, commonly referred to as "sexting," will be disciplined in accordance with the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement. Because engaging in this type of behavior can lead to bullying or harassment, as well as possibly impede future endeavors of a student, we encourage you to review with your child "Before You Text" Sexting Prevention Course, a state-developed program that addresses the consequences of engaging in inappropriate behavior using technology.

In addition, any student who engages in conduct that results in a breach of the district's computer security will be disciplined in accordance with the Student Code of Conduct, and, in some cases, the consequence may rise to the level of expulsion.

End-of-Course (EOC) Assessments

[See **Graduation** on page 57 and **Standardized Testing** on page 87.]

English Learners (All Grade Levels)

A student who is an English learner is entitled to receive specialized services from the district. To determine whether the student qualifies for services, a Language Proficiency Assessment Committee (LPAC) will be formed, which will consist of both district personnel and at least one parent representative. The student's parent must consent to any services recommended by the LPAC for an English learner. However, pending the receipt of parental consent or denial of services, an eligible student will receive the services to which the student is entitled and eligible.

To determine a student's level of proficiency in English, the LPAC will use information from a variety of assessments. If the student qualifies for services, and once a level of proficiency has been established, the LPAC will then designate instructional accommodations or additional special programs that the student will require to eventually become proficient at grade level work in English. Ongoing assessments will be conducted to determine a student's continued eligibility for the program.

The LPAC will also determine whether certain accommodations are necessary for any state-mandated assessments. The STAAR Spanish, as mentioned at **Standardized Testing** on page 87, may be administered to an English learner for a student up to grade 5. In limited circumstances, a student's LPAC may exempt the student from an otherwise required state-mandated assessment or may waive certain graduation requirements related to the English I end-of-course (EOC) assessment. The Texas English Language Proficiency Assessment System (TELPAS) will also be administered to English learners who qualify for services.

If a student is considered an English learner and receives special education services because of a qualifying disability, the student's ARD committee will make instructional and assessment decisions in conjunction with the LPAC.

Extracurricular Activities, Clubs, and Organizations (All Grade Levels)

Participation in school-sponsored activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships with other students; participation, however, is a privilege, not a right.

Participation in some of these activities may result in events that occur off-campus. When the district arranges transportation for these events, students are required to use the transportation provided by the district to and from the events. Exceptions to this may only be made with the approval of the activity's coach or sponsor. [See **Transportation** on page 91.]

Eligibility for initial and continuing participation in many of these activities is governed by state law and the rules of the University Interscholastic League (UIL)—a statewide association overseeing interdistrict competition. If a student is involved in an academic, athletic, or music activity governed by UIL, the student and parent are expected to know and follow all rules of the UIL organization. Students involved in UIL athletic activities and their parents can access the UIL Parent Information Manual at UIL Parent Information Manual; a hard copy can be provided by the coach or sponsor of the activity on request. To report a complaint of alleged noncompliance with required safety training or an alleged violation of safety rules required by law and the UIL, please contact the curriculum division of TEA at (512) 463-9581 or curriculum@tea.texas.gov.

[See UIL Texas for additional information on all UIL-governed activities.]

Student safety in extracurricular activities is a priority of the district. The equipment used in football is no exception. As a parent, you are entitled to review the district's records regarding the age of each football helmet used by the campus, including when a helmet has been reconditioned.

In addition, the following provisions apply to all extracurricular activities:

- A student who receives at the end of a grading period a grade below 70 in any academic class—other than an Advanced Placement (AP) or International Baccalaureate (IB) course; or an honors or dual credit course in English language arts, mathematics, science, social studies, economics, or languages other than English—may not participate in extracurricular activities for at least three school weeks.

- A student who receives special education services and who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.
- An ineligible student may practice or rehearse but may not participate in any competitive activity.
- A student is allowed in a school year up to 10 absences not related to post-district competition, a maximum of 5 absences for post-district competition prior to state, and a maximum of 2 absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the board, are subject to these restrictions.
- An absence for participation in an activity that has not been approved will receive an unexcused absence.

Standards of Behavior

Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior—including consequences for misbehavior—that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by board policy will apply in addition to any consequences specified by the organization's standards of behavior.

Offices and Elections

Certain clubs, organizations, and performing groups will hold elections for student officers. These groups include:

Fees
(All Grade Levels)

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. A student, however, is expected to provide his or her own pencils, paper, erasers, and notebooks and may be required to pay certain other fees or deposits, including:

- Costs for materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations and admission fees to extracurricular activities.
- Security deposits.
- Personal physical education and athletic equipment and apparel.
- Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, etc.

- Voluntarily purchased student health and accident insurance.
- Musical instrument rental and uniform maintenance, when uniforms are provided by the district.
- Personal apparel used in extracurricular activities that becomes the property of the student.
- Parking fees and student identification cards.
- Fees for lost, damaged, or overdue library books.
- Fees for driver training courses, if offered.
- Fees for optional courses offered for credit that require use of facilities not available on district premises.
- Summer school for courses that are offered tuition-free during the regular school year.
    - A reasonable fee for providing transportation to a student who lives within two miles of the school. [See **Buses and Other School Vehicles** on page 92.]
    - A fee not to exceed $50 for costs of providing an educational program outside of regular school hours for a student who has lost credit or has not been awarded a final grade because of absences and whose parent chooses the program for the student to meet the 90 percent attendance requirement. The fee will be charged only if the parent or guardian signs a district-provided request form.
    - In some cases, a fee for a course taken through the Texas Virtual School Network (TXVSN).

Any required fee or deposit may be waived if the student and parent are unable to pay. Application for such a waiver may be made to the campus principal. [For further information, see policy FP.]

Fundraising (All Grade Levels)

Student groups or classes and/or parent groups may be permitted to conduct fundraising drives for approved school purposes in accordance with administrative regulations. [For further information, see policies FJ and GE.]

Gang-Free Zones (All Grade Levels)

Certain criminal offenses, including those involving organized criminal activity such as gang-related crimes, will be enhanced to the next highest category of offense if they are committed in a gang-free zone. For purposes of the district, a gang-free zone includes a school bus and a location in, on, or within 1,000 feet of any district-owned or leased property or campus playground.

Gender-Based Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 43.]

Grade-Level Classification (Grades 9–12 Only)

After the ninth grade, students are classified according to the number of credits earned toward graduation.

Credits Earned	Classification
6.0 to 12.5	Grade 10 (Sophomore)
13.0 to 19.5	Grade 11 (Junior)
20.0 & 4th Year in High School	Grade 12 (Senior)

Grading Guidelines (All Grade Levels)

Grading guidelines for each grade level or course will be communicated and distributed to students and their parents by the classroom teacher. These guidelines have been reviewed by each applicable curriculum department and have been approved by the campus principal. These guidelines establish the minimum number of assignments, projects, and examinations required for each grading period. In addition, these guidelines establish how the student's mastery of concepts and achievement will be communicated (i.e., letter grades, numerical averages, checklist of required skills, etc.). Grading guidelines also outline in what circumstances a student will be allowed to redo an assignment or retake an examination for which the student originally made a failing grade. Procedures for a student to follow after an absence will also be addressed.

[See **Report Cards/Progress Reports and Conferences** on page 80 for additional information on grading guidelines.]

Graduation (Secondary Grade Levels Only)

Requirements for a Diploma

A student must meet the following requirements to receive a high school diploma from the district:

- Complete the required number of credits established by the state and any additional credits required by the district;
- Complete any locally required courses in addition to the courses mandated by the state;
- Achieve passing scores on certain end-of-course (EOC) assessments or approved substitute assessments, unless specifically waived as permitted by state law; and
- Demonstrate proficiency, as determined by the district, in the specific communication skills required by the State Board of Education(SBOE).

Testing Requirements for Graduation

Students are required, with limited exceptions and regardless of graduation program, to perform satisfactorily on the following EOC assessments: English I, English II, Algebra I, Biology, and U.S. History. A student who has not achieved sufficient scores on the EOC assessments to graduate will have opportunities to retake the assessments. State law and state rules also provide for certain scores on norm-referenced national standardized assessments or on the state-developed assessment used for entrance into Texas public universities to substitute for the requirement to meet satisfactory performance on an applicable EOC assessment, should a student choose this option. [See the school counselor for more information on the state testing requirements for graduation.]

If a student fails to perform satisfactorily on an EOC assessment, the district will provide remediation to the student in the content area for which the performance standard was not met. This may require participation of the student before or after normal school hours or at times of the year outside normal school operations.

In limited circumstances, a student who fails to demonstrate proficiency on two or fewer of the required assessments may still be eligible to graduate if an individual graduation committee, formed in accordance with state law, unanimously determines that the student is eligible to graduate.

[See **Standardized Testing** on page 87 for more information.]

Foundation Graduation Program

Every student in a Texas public school who entered grade 9 in the 2014–15 school year and thereafter will graduate under the "foundation graduation program." Within the foundation graduation program are "endorsements," which are paths of interest that include Science, Technology, Engineering, and Mathematics (STEM); Business and Industry; Public Services; Arts and Humanities; and Multidisciplinary Studies. Endorsements earned by a student will be noted on the student's transcript. The foundation graduation program also involves the term "distinguished level of achievement," which reflects the completion of at least one endorsement and Algebra II as one of the required advanced mathematics credits. A **Personal Graduation Plan** will be completed for each high school student, as described on page 60.

State law and rules prohibit a student from graduating solely under the foundation graduation program without an endorsement unless, after the student's sophomore year, the student and student's parent are advised of the specific benefits of graduating with an endorsement and submit written permission to the school counselor for the student to graduate without an endorsement. A student who anticipates graduating under the foundation graduation program without an endorsement and who wishes to attend a four-year university or college after graduation must carefully consider whether this will satisfy the admission requirements of the student's desired college or university.

Credits Required

The foundation graduation program requires completion of the following credits:

Course Area	Number of Credits: Foundation Graduation Program	Number of Credits: Foundation Graduation Program with an Endorsement
English/Language Arts	4	4
Mathematics	3	4
Science	3	4
Social Studies, including Economics	3	3
Physical Education	1	1
Languages other than English	2	2
Fine Arts	1	1
Speech	0.5	0.5
College & Career Choices	0.5	0.5
Electives	8	8
Total	**26 credits**	**28 credits**

Additional considerations apply in some course areas, including:

- **Mathematics.** To obtain the distinguished level of achievement under the foundation graduation program, which will be included on a student's transcript and is a requirement to be considered for automatic admission to a Texas four-year college or university, a student must complete an endorsement and take Algebra II as one of the 4 mathematics credits.
- **Physical education.** A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, social studies, or another locally determined credit-bearing course for the required credit of physical education. This determination will be made by the student's ARD committee, Section 504 committee, or other campus committee, as applicable.
- **Languages other than English.** Students are required to earn 2 credits in the same language other than English to graduate. Any student may substitute computer programming languages for these credits. A student may satisfy one of the two required credits by successfully completing a dual language immersion program in elementary school. In limited circumstances, a student may be able to substitute this requirement with other courses, as determined by a district committee authorized by law to make these decisions for the student.

Available Endorsements

A student must specify upon entering grade 9 which endorsement he or she wishes to pursue:

- Science, technology, engineering, and mathematics (STEM),
- Business and industry,
- Public services,
- Arts and humanities, or
- Multidisciplinary studies.

Personal Graduation Plans

A personal graduation plan will be developed for each high school student. The district encourages all students to pursue a personal graduation plan that includes the completion of at least one endorsement and to graduate with the distinguished level of achievement. Attainment of the distinguished level of achievement entitles a student to be considered for automatic admission to a public four-year college or university in Texas, depending on his or her rank in class. The school will review personal graduation plan options with each student entering grade 9 and his or her parent. Before the end of grade 9, a student and his or her parent will be required to sign off on a personal graduation plan that includes a course of study that promotes college and workforce readiness and career placement and advancement, as well as facilitates the transition from secondary to postsecondary education. The student's personal graduation plan will denote an appropriate course sequence based on the student's choice of endorsement.

Please review TEA's Graduation Toolkit.

A student may, with parental permission, amend his or her personal graduation plan after the initial confirmation.

Available Course Options for All Graduation Programs

Information regarding specific courses required or offered in each curriculum area will be distributed to students each spring to enroll in courses for the upcoming school year.

Note: The district may require the completion of certain courses for graduation even if these courses are not required by the state for graduation.

Please be aware that not all courses are offered at every secondary campus in the district. A student who wants to take a course not offered at his or her regular campus should contact the school counselor about a transfer or other alternatives. If the parents of at least 22 students request a transfer for those students to take a course in the required curriculum other than fine arts or career and technical education (CTE), the district will offer the course for the following year either by teleconference or at the school from which the transfers were requested.

Certificates of Coursework Completion

A certificate of coursework completion will be issued to a student who has successfully completed state and local credit requirements for graduation but has not yet demonstrated satisfactory performance on the state-mandated tests required for graduation.

Students with Disabilities

Upon the recommendation of the admission, review, and dismissal (ARD) committee, a student with a disability who receives special education services may be permitted to graduate under the provisions of his or her individualized education program (IEP) and in accordance with state rules.

A student who receives special education services and has completed four years of high school but has not met the requirements of his or her IEP may participate in graduation ceremonies and receive a certificate of attendance. Even if the student participates in graduation ceremonies to receive the certificate of attendance, he or she may remain enrolled to complete the IEP and earn his or her high school diploma; however, the student will only be allowed to participate in one graduation ceremony.

[See policy FMH(LEGAL).]

ARD committees for students with disabilities who receive special education services will make instructional and assessment decisions for these students in accordance with state law and rules. To earn an endorsement under the foundation program, a student must perform satisfactorily on the end of course (EOC) assessments and receive no modified curriculum in the student's chosen endorsement area. A student may still be awarded an endorsement when the student fails to perform satisfactorily on no more than two EOC assessments but meets the other requirements for graduation under state law.

Graduation Activities

Graduation activities will include:

- Graduation Rehearsal
- Graduation Ceremony
- Project Graduation (Organized and Sponsored by Senior Class Parents)

Students who have met coursework requirements for graduation but have not yet demonstrated satisfactory performance on end-of-course assessments and have not been declared eligible to graduate by an individual graduation committee, if applicable, will be allowed to participate in graduation activities. However, please keep in mind that participating in the activities and ceremonies is not synonymous with graduating. Ultimately, the final awarding of a diploma will be contingent upon the student's completion of all applicable requirements for graduation.

Graduation Speakers

Certain graduating students will be given an opportunity to have speaking roles at graduation ceremonies.

A student must meet local eligibility criteria, which may include requirements related to student conduct, to have a speaking role. Students eligible for speaking roles will be notified by the principal and given an opportunity to volunteer.

[See FNA(LOCAL) and the Student Code of Conduct. For student speakers at other school events, see **Student Speakers** on page 89.]

Graduation Expenses

Because students and parents will incur expenses to participate in the traditions of graduation—such as the purchase of invitations, senior ring, cap and gown, and senior picture—both the student and parent should monitor progress toward completion of all requirements for graduation. The expenses often are incurred in the junior year or first semester of the senior year. [See **Fees** on page 55.]

Scholarships and Grants

Students who have a financial need according to federal criteria and who complete the foundation graduation program, may be eligible under the TEXAS Grant Program and the Teach for Texas Grant Program for tuition and fees to Texas public universities, community colleges, and technical schools, as well as to private institutions.

Contact the school counselor for information about other scholarships and grants available to students.

Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 43.]

Hazing (All Grade Levels)

Hazing is defined as any intentional, knowing, or reckless act occurring on or off campus directed against a student that endangers the mental or physical health or the safety of a student for the purpose of pledging, being initiated to, affiliating with, holding office in, or maintaining membership in any organization whose members are or include other students. Examples include:

- Any type of physical brutality;
- Any type of physical activity that subjects the student to an unreasonable risk of physical or mental harm, such as sleep deprivation, exposure to the elements, confinement to small spaces, or calisthenics;
- Any activity involving consumption of food, liquids, drugs, or other substances that subjects the student to unreasonable risk of physical or mental harm;
- Any activity that adversely affects the mental health or dignity of the student, such as ostracism, shame, or humiliation; and
- Any activity that induces, causes, or requires the student to violate the Penal Code.

Hazing will not be tolerated by the district. If an incident of hazing occurs, disciplinary consequences will be handled in accordance with the Student Code of Conduct. It is a criminal offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid

another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the principal or superintendent.

[See **Bullying** on page 30 and policies FFI and FNCC.]

Health-Related Matters

Student Illness (All Grade Levels)

When your child is ill, please contact the school to let us know he or she will not be attending that day. It is important to remember that schools are required to exclude students with certain illnesses from school for periods of time as identified in state rules. For example, if your child has a fever over 100 degrees, he or she must stay out of school until fever-free for 24 hours without fever-reducing medications. In addition, students with diarrheal illnesses must stay home until they are diarrhea-free without diarrhea-suppressing medications for at least 24 hours. A full list of conditions for which the school must exclude children can be obtained from the school nurse.

If a student becomes ill during the school day, he or she must receive permission from the teacher before reporting to the school nurse. If the nurse determines that the child should go home, the nurse will contact the parent.

The district is also required to report certain contagious (communicable) diseases or illnesses to the Texas Department of State Health Services (TDSHS) or our local/regional health authority. The school nurse can provide information from TDSHS on these notifiable conditions.

Contact the school nurse if you have questions or if you are concerned about whether or not your child should stay home.

Bacterial Meningitis (All Grade Levels)

State law requires the district to provide information about bacterial meningitis:

What is meningitis?

Meningitis is an inflammation of the covering of the brain and spinal cord. It can be caused by viruses, parasites, fungi, and bacteria. Viral meningitis is common, and most people recover fully. Parasitic and fungal meningitis are very rare. Bacterial meningitis is very serious and may involve complicated medical, surgical, pharmaceutical, and life support management.

What are the symptoms?

Someone with meningitis will become very ill. The illness may develop over one or two days, but it can also rapidly progress in a matter of hours. Not everyone with meningitis will have the same symptoms.

Children (over 2 years old) and adults with bacterial meningitis commonly have a severe headache, high fever, and neck stiffness. Other symptoms might include nausea, vomiting, discomfort looking into bright lights, confusion, and sleepiness. In both children and adults, there may be a rash of tiny, red-purple spots. These can occur anywhere on the body.

The diagnosis of bacterial meningitis is based on a combination of symptoms and laboratory results.

How serious is bacterial meningitis?

If it is diagnosed early and treated promptly, the majority of people make a complete recovery. In some cases, it can be fatal, or a person may be left with a permanent disability.

How is bacterial meningitis spread?

Fortunately, none of the bacteria that cause meningitis are as contagious as diseases like the common cold or the flu, and they are not spread by casual contact or by simply breathing the air where a person with meningitis has been. They are spread when people exchange respiratory or throat secretions (such as by kissing, coughing, or sneezing).

The germ does not cause meningitis in most people. Instead, most people become carriers of the germ for days, weeks, or even months. The bacteria rarely overcome the body's immune system and cause meningitis or another serious illness.

How can bacterial meningitis be prevented?

Maintaining healthy habits, like getting plenty of rest, can help prevent infection. Using good health practices such as covering your mouth and nose when coughing and sneezing and washing your hands frequently with soap and water can also help stop the spread of the bacteria. It's a good idea not to share food, drinks, utensils, toothbrushes, or cigarettes. Limit the number of persons you kiss.

There are vaccines available to offer protection from some of the bacteria that can cause bacterial meningitis. The vaccines are safe and effective (85–90 percent). They can cause mild side effects, such as redness and pain at the injection site lasting up to two days. Immunity develops within seven to ten days after the vaccine is given and lasts for up to five years.

What should you do if you think you or a friend might have bacterial meningitis?

You should seek prompt medical attention.

Where can you get more information?

Your school nurse, family doctor, and the staff at your local or regional health department office are excellent sources for information on all communicable diseases. You may also call your local health department or Regional Department of State Health Services office to ask about a meningococcal vaccine. Additional information may also be found at the websites for the Centers for Disease Control and Prevention (CDC), particularly the CDC's information on bacterial meningitis, and the Texas Department of State Health Services.

Note: DSHS requires at least one meningococcal vaccination on or after the student's 11th birthday, unless the student received the vaccine at age 10. Also note that entering college students must show, with limited exception, evidence of receiving a bacterial meningitis vaccination within the five-year period prior to enrolling in and taking courses at an institution

of higher education. Please see the school nurse for more information, as this may affect a student who wishes to enroll in a dual credit course taken off campus.

[See **Immunization** on page 68 for more information.]

Food Allergies (All Grade Levels)

The district requests to be notified when a student has been diagnosed with a food allergy, especially those allergies that could result in dangerous or possibly life-threatening reactions either by inhalation, ingestion, or skin contact with the particular food. It is important to disclose the food to which the student is allergic, as well as the nature of the allergic reaction. Please contact the school nurse or campus principal if your child has a known food allergy or as soon as possible after any diagnosis of a food allergy.

The district has developed and annually reviews a food allergy management plan, which addresses employee training, dealing with common food allergens, and specific strategies for dealing with students diagnosed with severe food allergies. When the district receives information that a student has a food allergy that puts the student at risk for anaphylaxis, individual care plans will be developed to assist the student in safely accessing the school environment. The district's food allergy management plan can be accessed at www.marblefallsisd.org.

[See policy FFAF and **Celebrations** on page 33.]

Head Lice (All Grade Levels)

Head lice, although not an illness or a disease, is very common among children and is spread very easily through head-to-head contact during play, sports, or nap time, and when children share things like brushes, combs, hats, and headphones. If careful observation indicates that a student has head lice, the school nurse will contact the student's parent to determine whether the student will need to be picked up from school and to discuss a plan for treatment with an FDA-approved medicated shampoo or cream rinse that may be purchased from any drug or grocery store. After the student has undergone one treatment, the parent should check in with the school nurse to discuss the treatment used. The nurse can also offer additional recommendations, including subsequent treatments and how best to get rid of lice and prevent their return.

Notice will also be provided to parents of elementary school students in the affected classroom.

More information on head lice can be obtained from the DSHS website Managing Head Lice.

[See policy FFAA.]

Physical Activity Requirements

Elementary School

In accordance with policies at EHAB, EHAC, EHBG, and FFA, the district will ensure that students in full-day prekindergarten–grade 5 engage in moderate or vigorous physical activity for at least 30 minutes per day or 135 minutes per week.

For additional information on the district's requirements and programs regarding elementary school student physical activity requirements, please see the principal.

Junior High / Middle School

In accordance with policies at EHAB, EHAC, EHBG, and FFA, the district will ensure that students in middle or junior high school will engage in 30 minutes of moderate or vigorous physical activity per day for at least four semesters.

For additional information on the district's requirements and programs regarding junior high and middle school student physical activity requirements, please see the principal.

Temporary Restriction from Participation in Physical Education

Students who are temporarily restricted from participation in physical education will remain in the class and shall continue to learn the concepts of the lessons but not actively participate in the skill demonstration.

School Health Advisory Council (SHAC) (All Grade Levels)

Information regarding the district's School Health Advisory Council, including the number of meetings scheduled or held during the year, and information regarding vending machines in district facilities and student access to the machines is available from the principal.

The duties of the SHAC range from recommending curriculum to developing strategies for integrating curriculum into a coordinated school health program encompassing issues such as school health services, counseling services, a safe and healthy school environment, recess recommendations, improving student fitness, mental health concerns, and employee wellness.

[See policies at BDF and EHAA. See **Human Sexuality Instruction** on page 11 for additional information.]

Student Wellness Policy / Wellness Plan (All Grade Levels)

Marble Falls ISD is committed to encouraging healthy students and therefore has developed a board-adopted wellness policy at FFA(LOCAL) and corresponding plans and procedures to implement the policy. You are encouraged to contact your campus principal with questions about the content or implementation of the district's wellness policy and plan.

Other Health-Related Matters

Physical Fitness Assessment (Grades 3–12)

Annually, the district will conduct a physical fitness assessment of students in grades 3–12 who are enrolled in a physical education course or a course for which physical education credit is awarded. At the end of the school year, a parent may submit a written request to the campus principal to obtain the results of his or her child's physical fitness assessment conducted during the school year.

Vending Machines (All Grade Levels)

The district has adopted and implemented the state and federal policies and guidelines for food service, including the guidelines to restrict student access to vending machines. For more information regarding these policies and guidelines, see the Director of Food Services [See policies at CO and FFA.]

Tobacco and E-Cigarettes Prohibited (All Grade Levels and All Others on School Property)

Students are prohibited from possessing or using any type of tobacco product, electronic cigarettes (e-cigarettes), or any other electronic vaporizing device, while on school property at any time or while attending an off-campus school-related activity.

The district and its staff strictly enforce prohibitions against the use of all tobacco products, e-cigarettes, or any other electronic vaporizing device, by students and all others on school property and at school-sponsored and school-related activities. [See the Student Code of Conduct and policies at FNCD and GKA.]

Asbestos Management Plan (All Grade Levels)

The district works diligently to maintain compliance with federal and state law governing asbestos in school buildings. A copy of the district's Asbestos Management Plan is available in the superintendent's office. If you have any questions or would like to examine the district's plan in more detail, please contact Michael Phillips, Director of Maintenance, the district's designated asbestos coordinator, at 830-693-2046.

Pest Management Plan (All Grade Levels)

The district is required to follow integrated pest management (IPM) procedures to control pests on school grounds. Although the district strives to use the safest and most effective methods to manage pests, including a variety of non-chemical control measures, periodic indoor and outdoor pesticide use is sometimes necessary to maintain adequate pest control and ensure a safe, pest-free school environment.

All pesticides used are registered for their intended use by the U.S. Environmental Protection Agency and are applied only by certified pesticide applicators. Except in an emergency, signs

will be posted 48 hours before indoor application. All outdoor applications will be posted at the time of treatment, and signs will remain until it is safe to enter the area. Parents who have questions or who want to be notified of the times and types of applications prior to pesticide application inside their child's school assignment area may contact Michael Phillips, Director of Maintenance, the district's IPM coordinator, at 830-693-2046.

Homeless Students (All Grade Levels)

You are encouraged to inform the district if you or your child are experiencing homelessness. District staff can share resources with you that may be able to assist you and your family.

For more information on services for homeless students, contact the district's homeless education liaison, Yarda Leflet at 830-693-4357.

[See **Students Who Are Homeless** on page 20.]

Homework

Please contact your campus principal and/or your student's teacher for specific homework information.

Illness

[See **Student Illness** under **Health-Related Matters** on page 63.]

Immunization (All Grade Levels)

A student must be fully immunized against certain diseases or must present a certificate or statement that, for medical reasons or reasons of conscience, including a religious belief, the student will not be immunized. For exemptions based on reasons of conscience, only official forms issued by the Texas Department of State Health Services (DSHS), Immunization Branch, can be honored by the district. This form may be obtained by writing the DSHS Immunization Branch (MC 1946), P.O. Box 149347, Austin, Texas 78714-9347; or online at Affidavit Request for Exemption from Immunization. The form must be notarized and submitted to the principal or school nurse within 90 days of notarization. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student.

The immunizations required are: diphtheria, tetanus, and pertussis; rubeola (measles), mumps, and rubella; polio; hepatitis A; hepatitis B; varicella (chicken pox); and meningococcal. The school nurse can provide information on age-appropriate doses or on an acceptable physician-validated history of illness required by TDSHS. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

If a student should not be immunized for medical reasons, the student or parent must present a certificate signed by a U.S. registered and licensed physician stating that, in the doctor's

opinion, the immunization required is medically contraindicated or poses a significant risk to the health and well-being of the student or a member of the student's family or household. This certificate must be renewed yearly unless the physician specifies a lifelong condition.

As noted at **Bacterial Meningitis**, entering college students must also, with limited exception, furnish evidence of having received a bacterial meningitis vaccination within the five years prior to enrolling in and attending classes at an institution of higher education. A student wanting to enroll in a dual credit course taken off campus may be subject to this requirement.

[For further information, see policy FFAB(LEGAL) and the DSHS website: Texas School & Child Care Facility Immunization Requirements.]

Law Enforcement Agencies (All Grade Levels)

Questioning of Students

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the principal will cooperate fully regarding the conditions of the interview, if the questioning or interview is part of a child abuse investigation. In other circumstances:

- The principal will verify and record the identity of the officer or other authority and ask for an explanation of the need to question or interview the student at school.
- The principal ordinarily will make reasonable efforts to notify the parents unless the interviewer raises what the principal considers to be a valid objection.
- The principal ordinarily will be present unless the interviewer raises what the principal considers to be a valid objection.

Students Taken into Custody

State law requires the district to permit a student to be taken into legal custody:

- To comply with an order of the juvenile court.
- To comply with the laws of arrest.
- By a law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
- By a law enforcement officer to obtain fingerprints or photographs for comparison in an investigation.
- By a law enforcement officer to obtain fingerprints or photographs to establish a student's identity, where the child may have engaged in conduct indicating a need for supervision, such as running away.
- By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
- By an authorized representative of Child Protective Services (CPS), Texas Department of Family and Protective Services (DFPS), a law enforcement officer, or a juvenile probation

officer, without a court order, under the conditions set out in the Family Code relating to the student's physical health or safety.

- To comply with a properly issued directive from a juvenile court to take a student into custody.

Before a student is released to a law enforcement officer or other legally authorized person, the principal will verify the officer's identity and, to the best of his or her ability, will verify the official's authority to take custody of the student.

The principal will immediately notify the superintendent and will ordinarily attempt to notify the parent unless the officer or other authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a law enforcement officer, any notification will most likely be after the fact.

Notification of Law Violations

The district is required by state law to notify:

- All instructional and support personnel who have responsibility for supervising a student who has been taken into custody, arrested, or referred to the juvenile court for any felony offense or for certain misdemeanors.
- All instructional and support personnel who have regular contact with a student who is thought to have committed certain offenses or who has been convicted, received deferred prosecution, received deferred adjudication, or was adjudicated for delinquent conduct for any felony offense or certain misdemeanors.
- All appropriate district personnel regarding a student who is required to register as a sex offender.

[For further information, see policy FL(LEGAL).]

Leaving Campus (All Grade Levels)

Please remember that student attendance is crucial to learning. We ask that appointments be scheduled outside of school hours as much as reasonably possible. Also note that picking up a student early on a regular basis results in missed opportunities for learning. Unless the principal has granted approval because of extenuating circumstances, a student will not regularly be released before the end of the school day.

State rules require that parental consent be obtained before any student is allowed to leave campus for any part of the school day. The district has put the following procedures in place to document parental consent:

- For students in elementary and middle school, a parent or otherwise authorized adult must come to the office and sign the student out. Please be prepared to show identification. Once an identity is verified, a campus representative will then call for the student or collect the student and bring him or her to the office. For safety purposes and stability of the

learning environment, we cannot allow you to go to the classroom or other area unescorted to pick up the student. If the student returns to campus the same day, the parent or authorized adult must sign the student back in through the main office upon the student's return. Documentation regarding the reason for the absence will also be required.

- For students in high school, the same process will be followed. If the student's parent will authorize the student to leave campus unaccompanied, a note provided by the parent must be submitted to the main office in advance of the absence, no later than two hours prior to the student's need to leave campus. A phone call received from the parent may be accepted, but the school may ultimately require a note to be submitted for documentation purposes. Once the office has received information that the student's parent consents to the student leaving campus, a pass will be issued to the student to hand to his or her teacher with the necessary information. The student must sign out through the main office and sign in upon his or her return, if the student returns the same day. If a student is 18 years of age or is an emancipated minor, the student may produce a note on his or her own behalf. Documentation regarding the reason for the absence will be required.
- If a student becomes ill during the school day and the school nurse or other district personnel determines that the student should go home, the nurse will contact the student's parent and document the parent's wishes regarding release from school. Unless directed by the parent to release the student unaccompanied, the parent or other authorized adult must follow the sign-out procedures as listed above. If a student is allowed to leave campus by himself or herself, as permitted by the student's parent, or if the student is age 18 or is an emancipated minor, the nurse will document the time of day the student was released. Under no circumstances will a student in elementary or middle school be released unaccompanied by a parent or adult authorized by the parent.

During Lunch

All students are to remain on campus during lunch. Violators will be considered truant.

At Any Other Time during the School Day

Students are not authorized to leave campus during regular school hours for any other reason, except with the permission of the principal.

Students who leave campus in violation of these rules will be subject to disciplinary action in accordance with the Student Code of Conduct.

Lost and Found (All Grade Levels)

A "lost and found" collection box is located in the campus office. If your child has lost an item, please encourage him or her to check the lost and found box. The district discourages students from bringing to school personal items of high monetary value, as the district is not responsible for lost or stolen items. The campus will dispose of lost and found items at the end of each semester.

Makeup Work

Makeup Work Because of Absence (All Grade Levels)

For any class missed, the teacher may assign the student makeup work based on the instructional objectives for the subject or course and the needs of the individual student in mastering the essential knowledge and skills or in meeting subject or course requirements.

A student will be responsible for obtaining and completing the makeup work in a satisfactory manner and within the time specified by the teacher. A student who does not make up assigned work within the time allotted by the teacher will receive a grade of zero for the assignment.

A student is encouraged to speak with his or her teacher if the student knows of an absence ahead of time, including absences for extracurricular activities, so that the teacher and student may plan any work that can be completed before or shortly after the absence. Please remember the importance of student attendance at school and that, even though absences may be excused or unexcused, all absences account for the 90 percent threshold regarding the state laws surrounding "attendance for credit or final grade." [See **Attendance for Credit or Final Grade** on page 28.]

A student involved in an extracurricular activity must notify his or her teachers ahead of time about any absences.

A student will be permitted to make up tests and to turn in projects due in any class missed because of absence. Teachers may assign a late penalty to any long-term project in accordance with timelines approved by the principal and previously communicated to students.

DAEP Makeup Work

(Secondary Grade Levels)

A secondary grade level school student removed to a disciplinary alternative education program (DAEP) during the school year will have an opportunity to complete, before the beginning of the next school year, a foundation curriculum course in which the student was enrolled at the time of removal. The district may provide the opportunity to complete the course through an alternative method, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FOCA(LEGAL).]

In-School Suspension (ISS) Makeup Work (All Grade Levels)

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will

not charge the student for any method of completion provided by the district. [See policy FO(LEGAL).]

Medicine at School (All Grade Levels)

Medication that must be administered to a student during school hours must be provided by the student's parent. All medication, whether prescription or nonprescription, must be kept in the nurse's office and administered by the nurse or another authorized district employee, unless the student is authorized to possess his or her own medication because of asthma or a severe allergy as described below or as otherwise allowed by law.

The district will not purchase nonprescription medication to give to a student. District employees will not give a student prescription medication, nonprescription medication, herbal substances, anabolic steroids, or dietary supplements, with the following exceptions:

Only authorized employees, in accordance with policy FFAC, may administer:

- Prescription medication, in the original, properly labeled container, provided by the parent, along with a written request.
- Prescription medication from a properly labeled unit dosage container filled by a registered nurse or another qualified district employee from the original, properly labeled container.
- Nonprescription medication, in the original, properly labeled container, provided by the parent along with a written request. **Note:** Insect repellant is considered a nonprescription medication.
- Herbal or dietary supplements provided by the parent only if required by the student's individualized education program (IEP) or Section 504 plan for a student with disabilities.

Students whose schedules provide for regular time spent outdoors, including for recess and physical education classes, should apply sunscreen before coming to school.

For students at the elementary level, the student's teacher or other district personnel will apply sunscreen to a student's exposed skin if the student brings the sunscreen to school and requests assistance with the application of the sunscreen. Nothing prohibits a student at this level from applying his or her own sunscreen if the student is able to do so.

For students at the secondary level, a student may possess and apply sunscreen when necessary. If the student will need assistance with this application, please address the need for assistance with the school nurse.

Whether a student is at the elementary or secondary level, if sunscreen needs to be administered to treat any type of medical condition, this should be handled through communication with the school nurse so that the district is made aware of any safety and medical issues.

A student with asthma or severe allergic reaction (anaphylaxis) may be permitted to possess and use prescribed asthma or anaphylaxis medication at school or school-related events only if he or she has written authorization from his or her parent and a physician or other licensed

health-care provider. The student must also demonstrate to his or her physician or health-care provider and to the school nurse the ability to use the prescribed medication, including any device required to administer the medication.

If the student has been prescribed asthma or anaphylaxis medication for use during the school day, the student and parents should discuss this with the school nurse or principal.

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity. See the school nurse or principal for information. [See policy FFAF(LEGAL).]

Psychotropic Drugs

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

Teachers and other district employees may discuss a student's academic progress or behavior with the student's parents or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs. A district employee who is a registered nurse, an advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate. [For further information, see policy FFAC.]

Nondiscrimination Statement (All Grade Levels)

In its efforts to promote nondiscrimination and as required by law, Marble Falls ISD does not discriminate on the basis of race, religion, color, national origin, gender, sex, disability, age, or any other basis prohibited by law, in providing education services, activities, and programs, including CTE programs, and provides equal access to the Boy Scouts and other designated youth groups. The following district representatives have been designated to coordinate compliance with these legal requirements:

- Title IX Coordinator, for concerns regarding discrimination on the basis of sex, including sexual harassment or gender-based harassment:

  Dr. Jeff Gasaway, Assistant Superintendent of Administration
  1800 Colt Circle
  Marble Falls, TX 78654
  (830) 693-4357

- ADA/Section 504 Coordinator, for concerns regarding discrimination on the basis of disability:

  Dr. Shana Fancher, Executive Director of Special Services
  1800 Colt Circle
  Marble Falls, TX 78654
  (830) 693-4357

- All other concerns regarding discrimination: See the superintendent, Dr. Chris Allen at 830-693-4357.

[See policies FB, FFH, and GKD.]

Nontraditional Academic Programs (All Grade Levels)

Parent and Family Engagement (All Grade Levels)

Working Together

Both experience and research tell us that a child's education succeeds best when there is good communication and a strong partnership between home and school. Your involvement and engagement in this partnership may include:

- Encouraging your child to put a high priority on education and working with your child on a daily basis to make the most of the educational opportunities the school provides.
- Ensuring that your child completes all homework assignments and special projects and comes to school each day prepared, rested, and ready to learn.
- Becoming familiar with all your child's school activities and with the academic programs, including special programs, offered in the district.
- Discussing with the school counselor or principal any questions you may have about the options and opportunities available to your child.
- Reviewing the requirements and options for graduation with your child in middle school and again while your child is enrolled in high school.
- Monitoring your child's academic progress and contacting teachers as needed. [See **Academic Counseling** on page 41.]
- Attending scheduled conferences and requesting additional conferences as needed.

  Parents are encouraged to call or e-mail teachers to schedule a conference. In most instances, teacher e-mail addresses consist of the first initial of the first name plus the last name followed by @mfisd.txed.net (For example, mmatherson@mfisd.txed.net).

- Becoming a school volunteer. [For further information, see policy GKG and **Volunteers** on page 94.]
- Participating in campus parent organizations.
- Serving as a parent representative on the district-level or campus-level planning committees, assisting in the development of educational goals and plans to improve

student achievement. [For further information, see policies at BQA and BQB, and contact the campus principal.

- Serving on the School Health Advisory Council (SHAC), assisting the district in ensuring local community values are reflected in health education instruction and other wellness issues. [See policies at BDF, EHAA, FFA, and information in this handbook at **School Health Advisory Council (SHAC)** on page 66.]
- Being aware of the school's ongoing bullying and harassment prevention efforts.
- Contacting school officials if you are concerned with your child's emotional or mental well-being.
- Attending board meetings to learn more about district operations. [See policies at BE and BED for more information.]
- Being aware of the school's ongoing bullying and harassment prevention efforts.

Counseling

The comprehensive guidance program in the District is an integral part of the total educational program. Counselors assist students with developing the skills they need to enhance their personal, social, educational and career development.

The District's developmental guidance and counseling program meets the priority needs of students through four delivery system components:

• **Guidance Curriculum** provides guidance content in a systematic way to all students. Areas addressed include self-confidence, decision-making, goal setting, communication skills, cross-cultural effectiveness and responsible behavior.

• **Responsive Services** addresses the immediate concerns of students. Areas addressed include academic concerns; school-related concerns such as absences, school avoidance and misbehavior; relationship concerns; abuse issues; substance use and coping with stress.

• **Individual Planning** assists students in monitoring and understanding their own development. Areas addressed include study skills, course selection, career opportunities and training, utilization of test scores, development of healthy concepts and social behaviors.

• **System Support** includes program and staff support activities and services. Areas addressed include teacher/administration consultation, school improvement planning, guidance program development, research, community outreach, public relations and professional development.

These guidance and counseling components address the identified needs of all students in kindergarten through grade 12 and are implemented by certified school counselors and student support counselors with the support of teachers, administrators, students and parents.

Physical Examinations / Health Screenings

Athletics Participation (Secondary Grade Levels Only)

A student who wishes to participate in, or continue participation in, the district's athletics program governed by the UIL must submit certification from a health-care provider authorized under UIL rules that the student has been examined and is physically able to participate in the athletic program. This examination is required to be submitted annually to the district.

Spinal Screening Program

School-based spinal screening helps identify adolescents with abnormal spinal curvature and refer them for appropriate follow-up by their physician. Screening can detect scoliosis at an early stage, when the curve is mild and may go unnoticed. Early detection is key to controlling spinal deformities.

All students who meet the Texas Department of State Health Services criteria will be screened for abnormal spinal curvature before the end of the school year. For information on spinal screening by an outside professional or exemption from spinal screening based on religious beliefs, see policy FFAA(LEGAL) or contact the superintendent.

Spinal screening is non-invasive and conducted following the most recent, nationally accepted and peer-reviewed standards for spinal screening.

Other Examinations and Screenings (All Grade Levels)

Students are required to undergo a risk assessment for Type 2 diabetes at the same time the district screens students for hearing and vision issues, or for abnormal spinal curvatures.

[See policy FFAA.]

Pledges of Allegiance and a Minute of Silence (All Grade Levels)

Each school day, students will recite the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the principal to excuse their child from reciting a pledge. [See **Reciting the Pledges to the U.S. and Texas Flags** on page 13.]

State law requires that one minute of silence follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity during that minute so long as the silent activity does not interfere with or distract others. In addition, state law requires that each campus provide for the observance of one minute of silence at the beginning of the first class period when September 11 falls on a regular school day in remembrance of those who lost their lives on September 11, 2001.

[See policy EC for more information.]

Prayer
(All Grade Levels)

Each student has a right to pray individually, voluntarily, and silently or to meditate in school in a manner that does not disrupt instructional or other activities of the school. The school will not encourage, require, or coerce a student to engage in or to refrain from such prayer or meditation during any school activity.

Promotion and Retention

A student will be promoted only on the basis of academic achievement or demonstrated proficiency in the subject matter of the course or grade level, the recommendation of the student's teacher, the score received on any criterion-referenced or state-mandated assessment, and any other necessary academic information as determined by the district.

In addition, at certain grade levels a student—with limited exceptions—will be required to pass the State of Texas Assessments of Academic Readiness (STAAR) if the student is enrolled in a public Texas school on any day between January 1 and the date of the first administration of the STAAR.

Elementary and Middle / Junior High Grade Levels

In grades Kindergarten-2, promotion should be considered a developmental continuum of curriculum and student learning. Promotion to the next grade level shall be based on an overall satisfactory average on course-level, grade-level standards (essential knowledge and skills) for reading, language arts, and mathematics.

In grades 3-5, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in language arts and mathematics.

To be promoted to grade 6, students enrolled in grade 5 must perform satisfactorily on the mathematics and reading sections of the grade 5 assessment in English or Spanish.

To be promoted to grade 9, students enrolled in grade 8 must perform satisfactorily on the mathematics and reading sections of the grade 8 assessment in English.

If a student in grade 5 or 8 is enrolled in a course that earns high school credit and for which an end-of-course (EOC) assessment will be administered, the student will not be subject to the promotion requirements described above for the relevant grade 5 or 8 assessment. The student will instead take the corresponding EOC assessment.

If a student in grades 3–8 is enrolled in a class or course intended for students above his or her current grade level in which the student will be administered a state-mandated assessment, the student will be required to take an applicable state-mandated assessment only for the course in which he or she is enrolled, unless otherwise required to do so by federal law.

[See **Standardized Testing** on page 87.]

A student in grade 5 or 8 will have two additional opportunities to take a failed assessment. If a student fails a second time, a grade placement committee, consisting of the principal or

designee, the teacher, and the student's parent, will determine the additional special instruction the student will receive. After a third failed attempt, the student will be retained; however, the parent can appeal this decision to the committee. For the student to be promoted, based on standards previously established by the district, the decision of the committee must be unanimous, and the student must complete additional special instruction before beginning the next grade level. Whether the student is retained or promoted, an educational plan for the student will be designed to enable the student to perform at grade level by the end of the next school year. [See policy EIE.]

Certain students—some with disabilities and some classified as English learners—may be eligible for exemptions, accommodations, or deferred testing. An admission, review, and dismissal (ARD) committee meeting will be convened if a student receiving special education services in grade 5 or 8 fails to meet satisfactory performance after the first STAAR administrations in reading or math. For more information, see the principal, school counselor, or special education director.

Parents of a student at or above grade level 3 who does not perform satisfactorily on his or her state-mandated examinations, will be notified that their child will participate in special instructional programs designed to improve performance. The student may be required to participate in this instruction before or after normal school hours or outside of the normal school year. Failure of a student to attend these programs may result in violations of required school attendance as well as the student not being promoted to the next grade level.

A personal graduation plan (PGP) will be prepared for any student at the middle school or junior high level who did not perform satisfactorily on a state-mandated assessment or is determined by the district as not likely to earn a high school diploma before the fifth school year following enrollment in grade 9. The PGP will be designed and implemented by a school counselor, teacher, or other staff member designated by the principal. The plan will, among other items, identify the student's educational goals, address the parent's educational expectations for the student, and outline an intensive instruction program for the student. [For additional information, see the school counselor and policy EIF(LEGAL).] For a student receiving special education services, the student's IEP may serve as the student's PGP and would therefore be developed by the student's ARD committee.

[For information related to the development of personal graduation plans for high school students, see **Personal Graduation Plans** on page 60.]

High School Grade Levels

To earn credit in a course, a student must receive a grade of at least 70 based on course-level or grade-level standards.

A student in grades 9–12 will be advanced a grade level based on the number of course credits earned. [See **Grade Level Classification** on page 57.]

Students will also have multiple opportunities to retake EOC assessments. [See **Graduation** on page 57 and **Standardized Testing** on page 87 for more information about EOC assessments.]

Release of Students from School

[See **Leaving Campus** on page 70.]

Report Cards / Progress Reports and Conferences (All Grade Levels)

Elementary Campuses

Written Report Cards with each student's grades or performance and absences in each class or subject are issued every 9 weeks. In addition students will receive a written progress report at the half way mark of each grading period. If the student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent may be requested to schedule a conference with the teacher of that class or subject.

Secondary Campuses

Written Report Cards with student's grades or performance and absences in each class or subject are issued every 9 weeks. At the end of the 3rd and 6th week of the grading period parents will be alerted to view their student's progress reports through the Skyward Family and Student Access portal. In addition students and parents can monitor grades daily through the Skyward Family and Student Access portal. If the student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent may be requested to schedule a conference with the teacher of that class or subject.

Teachers follow grading guidelines that have been approved by the principal and superintendent pursuant to the board-adopted policy and are designed to reflect each student's relative mastery of each assignment for the grading period, semester, or course. State law provides that a test or course grade issued by a teacher cannot be changed unless the board determines that the grade was arbitrary or contains an error, or that the teacher did not follow the district's grading policy. [See policy EIA(LOCAL) and **Grading Guidelines** on page 57.]

Questions about grade calculation should first be discussed with the teacher; if the question is not resolved, the student or parent may request a conference with the principal in accordance with FNG(LOCAL).

The report card or unsatisfactory progress report will state whether tutorials are required for a student who receives a grade lower than 70 in a class or subject.

Retaliation

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 43.]

Safety (All Grade Levels)

Student safety on campus, at school-related events, and on district vehicles is a high priority of the district. Although the district has implemented safety procedures, the cooperation of students is essential to ensuring school safety. A student is expected to:

- Avoid conduct that is likely to put the student or others at risk.

- Follow the behavioral standards in this handbook and the Student Code of Conduct, as well as any additional rules for behavior and safety set by the principal, campus behavior coordinator, teachers, or bus drivers.
- Remain alert to and promptly report to a teacher or the principal any safety hazards, such as intruders on campus or threats made by any person toward a student or staff member.
- Know emergency evacuation routes and signals.
- Follow immediately the instructions of teachers, bus drivers, and other district employees who are overseeing the welfare of students.

Accident Insurance

Soon after the school year begins, parents will have the opportunity to purchase low-cost accident insurance that would help meet medical expenses in the event of injury to their child.

Insurance for Career and Technical Education (CTE) Programs

If the board purchases accident, liability, or automobile insurance coverage for students or businesses involved in the district's CTE programs, the district will notify the affected students and parents.

Preparedness Drills: Evacuation, Severe Weather, and Other Emergencies

Occasionally, students, teachers, and other district employees will participate in preparedness drills of emergency procedures. When the command is given or alarm is sounded, students need to follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner.

Emergency Medical Treatment and Information

If a student has a medical emergency at school or a school-related activity when the parent cannot be reached, the school may have to rely on previously provided written parental consent to obtain emergency medical treatment, and information about allergies to medications, foods, insect bites, etc. Therefore, all parents are asked each year to complete an emergency care consent form. Parents should keep emergency care information up-to-date (name of doctor, emergency phone numbers, allergies, etc.). Please contact the school nurse to update any information that the nurse or the teacher needs to know.

Emergency School-Closing Information

Each year, parents are asked to complete an emergency release form to provide contact information in the event that school is dismissed early or opening is delayed because of severe weather or another emergency, or if the campus must restrict access due to a security threat.

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. It is crucial to notify your child's school when a phone number previously provided to the district has changed.

If the campus must close, delay opening, or restrict access to the building because of an emergency, the district will also alert the community in the following ways:

- News media by 6:00 a.m. on the morning of the cancellation/delay.
- Local radio stations include KHLB (106.9) and KBAY (92.5).
- Blackboard messaging system
- Information posted on the school district's website.
- MFISD Twitter Account @MarbleFallsISD
- MFISD Facebook Page

[See **Communications-Automated, Emergency** on page 38 for more information.]

SAT, ACT, and Other Standardized Tests

[See **Standardized Testing** on page 87.]

Schedule Changes (Middle / Junior High and High School Grade Levels)

It is very important that students and parents give careful consideration to selecting appropriate courses. The choices students make on the course selection sheets determine the master schedule of course offerings available. The master schedule determines teacher assignments. Though never perfect, it is designed to maximize student opportunities and minimize scheduling conflicts. Master schedule changes may be affected by insufficient course enrollment or instructor availability. Students should pay particular attention to the alternate electives they select during the course selection process. To avoid schedule conflicts, a student may be placed in one or more of his or her alternate selections. In order to schedule efficiently and effectively, student schedules will not be changed to select different teachers, lunch periods, or any different elective or alternate elective. All requests to schedule changes must be made by June 10th.

Schedule corrections will be considered during the first five class meeting days for the following reasons only: the student is a senior and does not have a course required for graduation, the student does not have the prerequisites for a course, course credit was previously received (i.e. – through summer school, correspondence courses, examination for acceleration, etc.), a data entry error was made by the school (i.e.- two first period classes or a schedule that does not contain the full number of classes), student has been dismissed from a program where approval must be granted for placement, or student has previously failed this course with the same teacher.

Schedule change requests for reasons other than those listed will be considered only if a student is making a change to a program. A request to drop a Pre-AP or AP course will only be considered during the fifth week of school and at semester.

School Facilities

Use by Students Before and After School (All Grade Levels)

Certain areas of the school will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place.

The following areas are open to students before school, beginning at 7:15 am:

Elementary Campuses

- Colt Elementary School: cafeteria, gym
- Spicewood Elementary School: cafeteria/gym
- Marble Falls Elementary School: cafeteria, gym
- Highland Lakes Elementary School: cafeteria, gym

Secondary Campuses

- Cafeteria
- Library

Unless the teacher or sponsor overseeing an activity gives permission, a student will not be permitted to go to another area of the building or campus.

After dismissal of school in the afternoon, unless a student is involved in an activity under the supervision of a teacher or other authorized employee or adult, or unless students are granted permission to remain on campus in accordance with policy FNAB, students must leave campus immediately.

Conduct Before and After School (All Grade Levels)

Teachers and administrators have full authority over student conduct at before- or after-school activities on district premises and at school-sponsored events off district premises, such as play rehearsals, club meetings, athletic practices, and special study groups or tutorials. Students are subject to the same rules of conduct that apply during the instructional day and will be subject to consequences established by the Student Code of Conduct or any stricter standards of behavior established by the sponsor for extracurricular participants.

Use of Hallways during Class Time (All Grade Levels)

Loitering or standing in the halls during class is not permitted. During class time, a student must have a hall pass to be outside the classroom for any purpose. Failure to obtain a pass will result in disciplinary action in accordance with the Student Code of Conduct.

Cafeteria Services (All Grade Levels)

The district participates in the School Breakfast Program and National School Lunch Program and offers students nutritionally balanced meals daily in accordance with standards set forth in state and federal law.

Free and reduced-price meals are available based on financial need or household situation. Information about a student's eligibility is confidential. The district may share information such as a student's name and eligibility status to help enroll eligible children in Medicaid or the state children's health insurance program (CHIP) unless the student's parent notifies the district that a student's information should not be disclosed.

Participating students will be offered the same meal options as their peers and will not be treated differently from their peers.

See the Child Nutrition Office at 830-693-4357 or the website at www.marblefallsisd.org to apply for free or reduced-price meal services.

Parents are strongly encouraged to continually monitor their child's meal account balance. When a student's meal account is depleted, the district will notify the parent. The student will be allowed to continue purchasing meals according to the grace period set by the school board, and the district will present the parent with a schedule of repayment for any outstanding account balance and an application for free or reduced meals. If the district is unable to work out an agreement with the student's parent on replenishment of the student's meal account and payment of any outstanding balance, the student will receive a meal. The district will make every effort to avoid bringing attention to the student.

Library (All Grade Levels)

The library is a learning laboratory with books, computers, magazines, and other materials available for classroom assignments, projects, and reading or listening pleasure. The library is open for independent student use during the following times with a teacher permit:

Meetings of Noncurriculum-Related Groups (Secondary Grade Levels Only)

Student-organized, student-led noncurriculum-related groups are permitted to meet during the hours designated by the principal before and after school. These groups must comply with the requirements of policy FNAB(LOCAL).

A list of these groups is available in the principal's office.

School-sponsored Field Trips (All Grade Levels)

The district periodically takes students on field trips for educational purposes. A parent must provide permission for a student to participate in a field trip.

The district may ask the parent to provide information about a student's medical provider and insurance coverage, and may also ask the parent to sign a waiver allowing for emergency medical treatment in the case of a student accident or illness during the field trip.

The district may require a fee for student participation in a field trip to cover expenses such as transportation, admission, and meals; however, a student will not be denied participation because of financial need.

Elementary Field Trips-Field trips are an extension of the classroom instruction. Students participating in a field trip must ride the MFISD-provided buses to and from the scheduled field trip unless they receive prior approval from the campus principal in accordance with MFISD policy. Children who are not students may not be included in field trips. Under extenuating circumstances, a parent may need to take his/her student directly from the field trip. A parent requesting alternate transportation for their child from a field trip must provide the request in writing to the principal at least 24 hours prior to the field trip for approval. The request must state the reason the parent wishes to leave with the student directly from the field trip. There is a Field Trip Return Request Form available in your child's front office.

Searches

District Property
(All Grade Levels)

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in district property.

Students are responsible for any item—found in district property provided to the student—that is prohibited by law, district policy, or the Student Code of Conduct.

Searches in General
(All Grade Levels)

In the interest of promoting student safety and attempting to ensure that schools are safe and drug free, district officials may occasionally conduct searches.

District officials may conduct searches of students, their belongings, and their vehicles in accordance with law and district policy. Searches of students will be conducted without discrimination, based on, for example, reasonable suspicion, voluntary consent, or pursuant to district policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on district property.

If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a district official may conduct a search in accordance with law and district regulations.

Metal Detectors (All Grade Levels)

To maintain a safe and disciplined learning environment, the district reserves the right to subject students to metal detector searches when entering a district campus and at off-campus, school-sponsored activities.

Trained Dogs (All Grade Levels)

The district will use trained dogs to screen for concealed, prohibited items, including drugs and alcohol. Screenings conducted by trained dogs will not be announced in advance. The dogs will not be used with students, but students may be asked to leave personal belongings in an area that is going to be screened, such as a classroom, a locker, or a vehicle. If a dog alerts to an item or an area, it may be searched by district officials.

Telecommunications and Other Electronic Devices (All Grade Levels)

Use of district-owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information.]

Any searches of personal telecommunications or other personal electronic devices will be conducted in accordance with law, and the device may be confiscated to perform a lawful search. A confiscated device may be turned over to law enforcement to determine whether a crime has been committed.

[See policy FNF(LEGAL) and Electronic Devices and Technology Resources on page 51 for more information.]

Drug Testing (Secondary Grade Levels Only)

[See **Steroids** on page 88.]

Sexual Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 43.]

Special Programs (All Grade Levels)

The district provides special programs for gifted and talented students, homeless students, students in foster care, bilingual students, migrant students, English learners, students diagnosed with dyslexia, and students with disabilities. The coordinator of each program can answer questions about eligibility requirements, as well as programs and services offered in the district or by other organizations. A student or parent with questions about these programs should contact the curriculum department at 830-693-4357.

Standardized Testing

Secondary Grade Levels

SAT / ACT
(Scholastic Aptitude Test and American College Test)

Many colleges require either the American College Test (ACT) or the Scholastic Aptitude Test (SAT) for admission. Students are encouraged to talk with the school counselor early during their junior year to determine the appropriate examination to take; these examinations are usually taken at the end of the junior year. The Preliminary SAT (PSAT) and ACT-Aspire are the corresponding preparatory and readiness assessments for the SAT and ACT, and more information can be obtained on these assessments from the school counselor.

Note: Participation in these assessments may qualify a student to receive a performance acknowledgment on his or her transcript under the foundation graduation program and may qualify as a substitute for an end-of-course testing requirement in certain circumstances. A student's performance at a certain level on the SAT or ACT also makes the student eligible for automatic admission to a Texas public institution of higher education.

TSI (Texas Success Initiative) Assessment

Prior to enrollment in a Texas public college or university, most students must take a standardized test called the Texas Success Initiative (TSI) assessment. The purpose of the TSI assessment is to assess the reading, mathematics, and writing skills that entering freshmen-level students should have if they are to perform effectively in undergraduate certificate or degree programs in Texas public colleges and universities. This assessment may be required before a student enrolls in a dual credit course offered through the district as well. Achieving certain benchmark scores on this assessment for college readiness may also waive certain end-of-course assessment requirements in limited circumstances.

STAAR
(State of Texas Assessments of Academic Readiness)

Grades 3–8

In addition to routine tests and other measures of achievement, students at certain grade levels are required to take the state assessment, called STAAR, in the following subjects:

- Mathematics, annually in grades 3–8
- Reading, annually in grades 3–8
- Writing, including spelling and grammar, in grades 4 and 7
- Science in grades 5 and 8
- Social Studies in grade 8

Successful performance on the reading and math assessments in grades 5 and 8 is required by law for the student to be promoted to the next grade level, unless the student is enrolled in a reading or math course intended for students above the student's current grade level.

Exceptions may apply for students enrolled in a special education program if the admission, review, and dismissal (ARD) committee concludes the student has made sufficient progress in the student's individualized education plan (IEP). [See **Promotion and Retention** on page 78 for additional information.]

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain state-established criteria as determined by the student's ARD committee.

STAAR Spanish is available for eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

High School Courses—End-of-Course (EOC) Assessments

STAAR end-of-course (EOC) assessments are administered for the following courses:

- Algebra I
- English I and English II
- Biology
- U.S. History

Satisfactory performance on the applicable assessments will be required for graduation, unless otherwise waived or substituted as allowed by state law and rules.

There are three testing windows during the year in which a student may take an EOC assessment, which will occur during the fall, spring, and summer months. If a student does not meet satisfactory performance, the student will have additional opportunities to retake the assessment.

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain criteria established by the state as determined by the student's ARD committee.

An admission, review, and dismissal (ARD) committee for a student receiving special education services will determine whether successful performance on the EOC assessments will be required for graduation within the parameters identified in state rules and the student's personal graduation plan (PNP).

[See **Graduation** on page 57 for additional information.]

Steroids (Secondary Grade Levels Only)

State law prohibits students from possessing, dispensing, delivering, or administering an anabolic steroid. Anabolic steroids are for medical use only, and only a physician can prescribe use.

Body building, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a healthy student is not a valid medical use and is a criminal offense.

Students in Foster Care (All Grade Levels)

In an effort to provide educational stability, the district will assist any student who is currently placed or newly placed in foster care (temporary or permanent custody of the state, sometimes referred to as substitute care) with the enrollment and registration process, as well as other educational services throughout the student's enrollment in the district.

Please contact Yarda Leflet who has been designated as the district's foster care liaison, at 830-693-4357 with any questions.

[See **Students in the Conservatorship of the State** on page 20 for more information.]

Student Speakers (All Grade Levels)

The district provides students the opportunity to introduce the following school events:

- Graduation Ceremony
- Senior Scholarship Awards Night
- Legacy Banquet
- Pep Rallies
- School Announcements
- Others as they occur during the school year

If a student meets the eligibility criteria and wishes to introduce one of the school events listed above, the student should submit his or her name in accordance with policy FNA(LOCAL).

[See policy FNA(LOCAL) regarding other speaking opportunities and **Graduation** on page 57 for information related to student speakers at graduation ceremonies.]

Substance Abuse Prevention and Intervention (All Grade Levels)

If you are worried that your child may be using or is in danger of experimenting, using, or abusing illegal drugs or other prohibited substances, please contact the school counselor. The school counselor can provide you with a list of community resources that may be of assistance to you. The Texas Department of State Health Services (DSHS) maintains information regarding children's mental health and substance abuse intervention services on its website: Mental Health and Substance Abuse.

Suicide Awareness and Mental Health Support (All Grade Levels)

The district is committed to partnering with parents to support the healthy mental, emotional, and behavioral development of its students. If you are concerned about your child, please visit Texas Suicide Prevention or contact the school counselor for more information related to suicide prevention services available in your area.

You may also contact the National Suicide Prevention Lifeline at 1-800-273-8255.

Summer School (All Grade Levels)

HIGH SCHOOL

Marble Falls High School offers a fee-based summer school program for students going into grades 9-12 who desire to take courses for acceleration. Please consult the school counselors for additional information.

Marble Falls High School offers a free summer school program for students going into grades 10-12 who need credit recovery. Please consult the school counselors for additional information.

MIDDLE SCHOOL

Marble Falls ISD offers a free summer school program for students who took the 8th grade STAAR exams in Math and Reading/ELA and are in need of some remediation. The courses are remedial in nature. Please consult the school counselors for additional information.

ELEMENTARY SCHOOL

Marble Falls ISD offers a free summer school program for students who took the 5th grade STAAR exams in Math and Reading/ELA and are in need of some remediation. The courses are remedial in nature. Please consult the school counselors for additional information.

Marble Falls ISD offers a free summer program for elementary students placed by an ARD Committee to receive Extended School Year Services.

Tardies (All Grade Levels)

Elementary Grade Levels

Students arriving after the 7:45 am bell must go to the front office for a tardy slip. Students arriving late will not be admitted to class without this slip. Any student who arrives after the designated time for class to begin is required to bring a written note to the office and pick up a tardy slip.

1st and 2nd Tardy will result in a warning.

3rd Tardy and Beyond will follow campus specific protocol. For more information regarding campus tardy protocols please contact the principal's office.

Repeated instances of tardiness will result in more severe disciplinary action, in accordance with the Student Code of Conduct. For the purpose of filing a failure to attend complaint, three tardies will constitute one absence.

Secondary Grade Levels

Reporting late to class is considered an interruption of the instructional time and should be avoided. A tardy occurs when a student has not crossed the doorway threshold upon completion of the tardy bell ringing. A student who is tardy to class will be subject to disciplinary action. Repeated tardiness will result in more severe disciplinary action in accordance with the Student Code of Conduct.

Note to Middle School Parents & Students: All first period tardies are documented in the front office. All tardies after first period are handled through the Assistant Principal's office. If Lunch Detention is assigned due to tardies, the student has two days to serve the assigned detention. Students who fail to serve Lunch Detention will then be assigned an After School Detention from 3:45pm to 5:45pm (2 hours). Students who fail to serve their assigned After School Detention will then be assigned a day of ISS.

Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials (All Grade Levels)

Textbooks and other district-approved instructional materials are provided to students free of charge for each subject or class. Any books must be covered by the student, as directed by the teacher, and treated with care. Electronic textbooks and technological equipment may also be provided to students, depending on the course and course objectives. A student who is issued a damaged item should report the damage to the teacher. Any student failing to return an item in acceptable condition loses the right to free textbooks and technological equipment until the item is returned or the damage paid for by the parent; however, the student will be provided the necessary instructional resources and equipment for use at school during the school day.

Transfers (All Grade Levels)

The principal is authorized to transfer a student from one classroom to another.

[See **Safety Transfers/Assignments** on page 19, **Bullying** on page 30, and **Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services** on page 21, for other transfer options.]

Transportation (All Grade Levels)

School-sponsored Trips

Students who participate in school-sponsored trips are required to use transportation provided by the school to and from the event. As approved by the principal, a coach or sponsor of an extracurricular activity may establish procedures related to making an exception to this requirement when a parent requests that the student be released to the parent or to another

adult designated by the parent. [See **School-sponsored Field Trips** on page 84 for more information.]

Elementary Field Trips

Field trips are an extension of the classroom instruction. Students participating in a field trip must ride the MFISD-provided buses to and from the scheduled field trip unless they receive prior approval from the campus principal in accordance with MFISD policy. Children who are not students may not be included in field trips. Under extenuating circumstances, a parent may need to take his/her student directly from the field trip. A parent requesting alternate transportation for their child from a field trip must provide the request in writing to the principal at least 24 hours prior to the field trip for approval. The request must state the reason the parent wishes to leave with the student directly from the field trip. There is a Field Trip Return Request Form available in your child's front office.

Buses and Other School Vehicles

The district makes school bus transportation available to all students living two or more miles from school. This service is provided at no cost to students.

Bus routes and stops will be designated annually, and any subsequent changes will be posted at the school and on the district's website. For the safety of the operator of the vehicle and all passengers, students must board buses or other vehicles only at authorized stops, and drivers must unload passengers only at authorized stops.

A parent may also designate a child-care facility or grandparent's residence as the regular pickup and drop-off location for his or her child. The designated facility or residence must be on an approved stop on an approved route. For information on bus routes and stops or to designate an alternate pickup or drop-off location, you may contact *Gina Solorzano, Director of Transportation, at 830-798-2300.*

[See the Student Code of Conduct for provisions regarding transportation to the DAEP.]

Students are expected to assist district staff in ensuring that buses and other district vehicles remain in good condition and that transportation is provided safely. When riding in district vehicles, including buses, students are held to behavioral standards established in this handbook and the Student Code of Conduct. Students must:

- Follow the driver's directions at all times.
- Enter and leave the vehicle in an orderly manner at the designated stop.
- Keep feet, books, instrument cases, and other objects out of the aisle.
- Not deface the vehicle or its equipment.
- Not put head, hands, arms, or legs out of the window, hold any object out of the window, or throw objects within or out of the vehicle.

- Not possess or use any form of tobacco or e-cigarettes in any district vehicle.
- Observe all usual classroom rules.
- Be seated while the vehicle is moving.
- Fasten their seat belts, if available.
- Wait for the driver's signal upon leaving the vehicle and before crossing in front of the vehicle.
- Follow any other rules established by the operator of the vehicle.

Misconduct will be punished in accordance with the Student Code of Conduct; the privilege to ride in a district vehicle, including a school bus, may be suspended or revoked.

Vandalism (All Grade Levels)

The taxpayers of the community have made a sustained financial commitment for the construction and upkeep of school facilities. To ensure that school facilities can serve those for whom they are intended—both this year and for years to come—littering, defacing, or damaging school property is not tolerated. Students will be required to pay for damages they cause and will be subject to criminal proceedings as well as disciplinary consequences in accordance with the Student Code of Conduct.

Video Cameras (All Grade Levels)

For safety purposes, video and audio recording equipment is used to monitor student behavior, including on buses and in common areas on campus. Students will not be told when the equipment is being used.

The principal will review the video and audio recordings routinely and document student misconduct. Discipline will be in accordance with the Student Code of Conduct.

In accordance with state law, a parent of a student who receives special education services, a staff member (as this term is defined by law), a principal or assistant principal, or the board may make a written request for the district to place video and audio recording equipment in certain self-contained special education classrooms. The district will provide notice to before placing a video camera in a classroom or other setting in which your child receives special education services. For more information or to request the installation and operation of this equipment, speak with the principal or administrator, who the district has designated to coordinate the implementation of and compliance with this law.

[See EHBAF(LOCAL).]

Visitors to the School (All Grade Levels)

General Visitors

Parents and others are welcome to visit district schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must first report to the main office and must comply with all applicable district policies and procedures. When arriving on campus, all parents and other visitors should be prepared to show identification.

Visits to individual classrooms during instructional time are permitted only with approval of the principal and teacher and only so long as their duration or frequency does not interfere with the delivery of instruction or disrupt the normal school environment. Even if the visit is approved prior to the visitor's arrival, the individual must check in at the main office first.

All visitors are expected to demonstrate the highest standards of courtesy and conduct; disruptive behavior will not be permitted.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer has the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with FNG(LOCAL) or GF(LOCAL).

[See the Student Code of Conduct.]

Visitors Participating in Special Programs for Students

Business, Civic, and Youth Groups

The district may invite representatives from patriotic societies listed in Title 36 of the United States Code to present information to interested students about membership in the society.

Career Day

On Career Day and College Fair Day the district invites representatives from colleges and universities and other higher education institutions, prospective employers, and military recruiters to present information to interested students.

Volunteers (All Grade Levels)

We appreciate so much the efforts of parent and grandparent volunteers that are willing to serve our district and students. If you are interested in volunteering, please contact the

district's Human Resource Department at 830-693-4357 for more information and to complete an application.

Voter Registration (Secondary Grade Levels Only)

A student who is eligible to vote in any local, state, or federal election may obtain a voter registration application at the main campus office.

Withdrawing from School (All Grade Levels)

When a student under age 18 withdraws from school, the parent or guardian must submit a written request to the principal, specifying the reasons for withdrawal and the final day the student will be in attendance. Withdrawal forms are available from the principal's office.

A student who is age 18 or older, who is married, or who has been declared by a court to be an emancipated minor may withdraw without parental signature.

Please provide the school at least three days' notice of withdrawal so that records and documents may be prepared.

Appendix:
Freedom from Bullying Policy

Note: School board policies may be revised at any time. For legal context and the most current copy of the local policy, visit FFI Local. Below is the text of *Marble Falls ISD's* policy FFI(LOCAL) as of the date this handbook was finalized for this school year.

Student Welfare: Freedom from Bullying

Policy FFI(LOCAL) adopted on *11-13-2017*

This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyberbullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

Report Format

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Notice of Report

When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.

Prohibited Conduct

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

Investigation of Report

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

Notice to Parents

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

Counseling

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with CPC(LOCAL).

Access to Policy and Procedures

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices. Marble Falls ISD- FFI(L)-X-027904- UPDATE 109- DATE ISSUED: 11/13/2017

Index

absences
  doctor's note, 29
  excused, 26
  extenuating circumstances, 28
  for college visits, 26
  for competition, 55
  for playing "Taps", 27
  for students in foster care, 26
  makeup work, 72
  military families, 18, 26
  parent's note, 29
  unexcused, 27
  See also attendance.
academic programs
  nontraditional, 75
  parent involvement, 75
accelerated instruction
  attendance, 25, 27
  failure to meet passing standards on state assessment, 25
  reading instruction, 25
accident insurance, 81
accountability of the school district, 30
ADA/Section 504 coordinator, 74
admission, review, and dismissal (ARD) committee, 61
admissions
  college and university, 37
  University of Texas at Austin, 37
Advanced Placement (AP) courses, 38
anaphylaxis, 73
  See also food allergies.
Armed Services Vocational Aptitude Battery test, 30
asbestos, 67
assistance animals, 19
attendance, 25
  college visits, 26
  compulsory, 25, 26
  doctor's note, 29
  driver license, 29
  extenuating circumstances, 28
  military families, 18
  official attendance-taking time, 29
  parent's note, 29
  students 19 or older, 25
  students with disabilities, 27
  truancy court, 28
  truancy prevention measures, 27
  unexcused absences, 27
  warning letter, 27
attendance review committee, 42
automatic admission, 37
awarding credit, 42
awards, 30
bacterial meningitis, 63
  communicability, 64
  defined, 63
  prevention, 64
  symptoms, 63
  See also contagious diseases.
bilingual programs, 23, 53
bullying, 30
  counseling, 31
  cyberbullying, 30
  policy, 96
  school safety transfer, 19
  See also hazing.
bus rules, 92
buses
  pickup and drop-off locations, 92
  required conduct, 92
  routes and schedules, 92
Buses, 92
cafeteria, 84
campus behavior coordinator, 40
career and technical education (CTE), 32
  college credit courses, 38
  counseling, 41
  nondiscrimination statement, 32
Celebrate Freedom Week, 12
celebrations, 33
cell phones, 51
certificate of attendance, 61

certificate of coursework completion, 60
child abuse, 33
class changes, 91
class rank, 34
class schedules, 37
  partial vs. full-time, 37
  schedule changes, 82
classroom parties, 33
clubs. *See* extracurricular activities.
college
  admissions, 37
  credit, 38
  University of Texas at Austin, 37
  visits, 26
communicable diseases
  See contagious diseases.
communications, automated, 38
  emergency, 38
  nonemergency, 39
complaints, 17, 39
conduct, 39
  at social events, 41
  before and after school, 83
  campus behavior coordinator, 40
  disrupting school operations, 40
  on school buses, 92
  on school transportation, 41
  use of hallways, 83
  when school rules apply, 39
contagious diseases, 63
  bacterial meningitis, 63
  excluding from school, 63
  leaving campus in case of illness, 71
corporal punishment, 8
correspondence courses. *See* distance learning.
counseling
  academic, 41
    grades 7 and 8, 41
  at elementary and middle/junior high school, 41
  personal, 41
  postsecondary education, 41
credit
  by exam, 42
    for acceleration or advancement, 42
    with prior instruction, 42
    without prior instruction, 42
  credit recovery, 42
  for coursework, 42
  partial credit, 42
CTE insurance, 81
dating violence, 44
Declaration of Independence
  excusing a student from reciting, 12
deliveries, 40
Department of Public Safety (DPS), 29
diabetes, 74
directory information, 7, 9
disabled students, 23
discrimination, 44
distance learning, 46
distribution, 47
  nonschool materials
    by others, 48
    by students, 47
  school materials, 47
doctor's appointments, 26
dress code, 48
driver license, 29
  verification of enrollment form, 30
drug testing, 86
  See also steroids.
dual-credit programs, 38
early mental health intervention, 89
earning credit, 42
e-cigarettes. *See* electronic cigarettes.
elections for student clubs and organizations, 55
electronic cigarettes, 67
electronic media
  contact between student and staff, 9
end-of-course (EOC) assessments, 88
English as a second language, 23, 53
English learner, 23, 53
exams. *See* tests.
extracurricular activities, 54
  conduct, 55

eligibility, 54
fees, 55
meetings, 84
offices and elections for student clubs and organizations, 55
fees, 55
graduation, 62
waivers, 56
field trips, 84
fire drills, 81
Fitnessgram. *See* physical fitness assessment.
food allergies, 65
management plan, 65
See also anaphylaxis.
See also celebrations.
foster care liaison, 89
foster students. *See* students in foster care.
foundation graduation program
distinguished level of achievement, 58
endorsements, 58
personal graduation plans (PGP), 60
See also graduation programs.
fundraising, 56
gang-free zones, 56
gender-based harassment, 45
grades, 57
classification by credits, 57
grading guidelines, 57
graduation, 57
activities, 61
certificates of coursework completion, 60
end-of-course (EOC) assessments, 58
expenses, 62
individual graduation committee (IGC), 58, 61
individualized education program (IEP), 61
personal graduation plan (PGP)
for middle school or junior high, 79
under the foundation graduation program, 60
programs
advanced/distinguished level of achievement, 37
foundation program, 58
requirements, 57
for automatic college admissions, 37
student speakers, 61
students with disabilities, 61
See also credit; grades; standardized tests.
grants, 62
grievances. *See* complaints.
grooming standards, 48
hall pass, 83
harassment, 44
gender-based, 45
investigation, 46
reporting, 45
retaliation, 45
sexual, 45
hazing, 62
See also bullying.
head lice, 65
health education
School Health Advisory Council, 76
health instruction, 8
health-related matters, 63
asbestos, 67
electronic cigarettes, 67
food allergies, 65
pest management, 67
physical fitness, 66, 67
sunscreen, 73
tobacco, 67
vending machines, 67
homeless students, 20, 68
diplomas, 20
school of origin, 20
homework, 75
electronic and social media, 9
honors, 30
human sexuality instruction, 11
curriculum, 12
removing a child from class, 12
reviewing materials, 12

illness
leaving campus, 71
See also contagious diseases.
immunization, 68
exemptions for reasons of conscience, 68
medical exemptions, 68
required immunizations, 68
individual graduation committee (IGC)
graduation, 58, 61
individualized education program (IEP)
and eligibility for extracurricular activities, 55
graduation, 61
instructional materials, 13, 14, 91
International Baccalaureate (IB) courses, 38
joint high school and college programs, 38
laptops, 51
law enforcement, 69
notification of law violations, 70
questioning of students, 69
students taken into custody, 69
verification of officer's identity and authority, 70
learning difficulties, 21
leaving campus, 70
in case of student illness, 71
signing a student out, 70
legal guardian
defined, 6
liaison for homeless children and youths, 68
liaison for students in conservatorship of the state, 89
library, 84
lice. *See* head lice.
limited English proficiency (LEP). *See* English learner
lost and found, 71
makeup work, 72
during in-school suspension, 72
for absences, 72
in DAEP, 72
penalties, 72
medical emergency, 81, 85
medicine, 73
allergies, 73
asthma, 73
diabetes, 74
herbal or dietary supplements, 73
insect repellant, 73
nonprescription, 73
prescription, 73
psychotropic drugs, 74
sunscreen, 73
meditation, 78
meetings of noncurriculum-related groups, 84
mental health, 89
early intervention, 89
mental health support, 89
metal detectors, 86
Military Aptitude test, 30
military recruiters, 10
minute of silence, 13, 77
in observance of September 11, 2001, 77
mobile phones, 51
multiple birth siblings, 19
National School Lunch Program, 84
netbooks, 51
newspaper (school newspaper), 47
no pass, no play, 47, 54
nondiscrimination, 74
organizations, student. *See* extracurricular activities.
parent
access to student records, 15
being involved, 75
defined, 6
rights, 7
volunteering, 75, 94
parenting and paternity awareness, 8
pediculosis. *See* head lice.
personal appearance, 48
personal graduation plan (PGP)
for middle school or junior high, 79
under the foundation graduation program, 60
pest management, 67
physical activity, 66

physical examinations, 11
athletic participation, 77
physical fitness assessment, 67
pledges of allegiance, 77
excusing a student from reciting, 13
police. **See law enforcement.**
police dogs, 86
prayer, 78
privacy
and personal telecommunications devices, 51
during an investigation of prohibited conduct, 46
on district-owned equipment and networks, 86
student records, 15, 17
programs
before and after school, 83
progress reports, 80
prohibited conduct, 43
investigation, 46
reporting, 45
See also bullying; dating violence; discrimination; harassment; hazing; retaliation; sexting; vandalism; video cameras.
promotion and retention, 78
personal graduation plan (PGP) for middle school or junior high, 79
STAAR, 78
See also credit; grades; standardized tests.
protected information, 10
psychological evaluation, 7
published material
from outside sources, 48
from students, 47
school materials, 47
recording
permission, 8
without parental consent, 8
release of students from school. *See* leaving campus.
religion
and immunization, 68
and surveys, 11
holy days, 26
nondiscrimination, 74
religious or moral beliefs
and removal from the classroom, 13
report cards, 80
retaliation, 31, 45
rights
parental, 7
student, 10
safety, 80
emergency medical treatment and information, 81, 85
emergency preparedness, 81
emergency school closing, 81
fire, tornado, and severe weather drills, 81
football helmets, 54
insurance, 81
on campus, 80
on district vehicles, 80
preparedness drills, 81
student conduct, 80
UIL rules, 54
video cameras, 93
SAT/ACT, 87
schedules. *See* class schedules.
scholarships, 62
School Breakfast Program, 84
school closings, 81
school dances, 41
school facilities, 83
before and after school, 83
cafeteria, 84
meetings, 84
School Health Advisory Council, 11
SHAC, 66
school nurse, 64, 68, 71, 73, 74
emergency medical treatment and information, 81
sending a student home in case of illness, 71

student exemption from immunization, 68
searches, 85
desks and lockers, 85
district-owned equipment and networks, 86
drug testing, 86
metal detectors, 86
personal electronic devices, 52, 86
trained dogs, 86
Section 504. See students with disabilities., See students with disabilities.
service animals, 19
sex education. See human sexuality instruction.
sexting, 53
sexual abuse of a child, 33
counseling options, 33
reporting, 34
warning signs, 33
sexual harassment, 45
SHAC. *See* School Health Advisory Council.
signing a student out. *See* leaving campus.
special education, 21, 23
graduation, 61
special programs, 86
coordinator, 86
Spinal Screening Program, 77
standardized tests, 87
end-of-course (EOC) assessments, 88
English learner, 54
SAT/ACT, 87
STAAR, 87
TSI assessment, 87
tutoring, 13
See also credit; grades; graduation; promotion and retention.
State of Texas Assessments of Academic Readiness (STAAR), 87
promotion and retention, 78
retaking, 78
STAAR Alternate 2, 88
steroids, 88
See also drug testing.
Student Code of Conduct, 6, 14, 39, 47, 51, 52, 53, 55, 62, 67, 81, 83, 92, 93
student groups, 55, 56, 84
See also extracurricular activities.
student illness
leaving campus, 71
See also contagious diseases.
student records, 14
accrediting organizations, 16
colleges and postsecondary schools, 16
confidentiality, 15
copies, 17
corrections, 17
court orders, 16
custodian, 17
directory information, 9
driver license attendance verification, 29
financial aid, 16
government agencies, 16
institutions of higher education, 10
military recruiters, 10
released with permission, 16
school officials, 16
students age 18 or older, 15
student speakers, 89
See also graduation, student speakers.
student work
display of, 7
publishing, 7
students in conservatorship of the state, 20
students in conservatorship of the state. See students in foster care.
students in foster care, 20, 89
diplomas for students in conservatorship of the state, 20
educational services, 89
enrollment assistance, 89
enrollment of students in conservatorship of the state, 20
exemptions to compulsory attendance, 26
foster care liaison, 89
students with disabilities, 23
graduation, 61
nondiscrimination, 74

Section 504 of the Rehabilitation Act, 24, 74
students with learning difficulties, 21
substance abuse prevention and intervention, 89
suicide awareness, 89
summer school, 90
surveys, 10
inspecting, 11
opting out, 11
tablets, 51
teacher and staff qualifications, 18
technology, 51
acceptable use of district resources, 52
confiscated devices, 52
instructional use of personal electronic devices, 52
personal electronic devices, 52
personal telecommunications devices, 51
prohibited uses of district resources, 53
recording still and video images prohibited, 51
searches of personal devices, 52
unauthorized use, 51
test preparation. See tutoring.
tests, 13
confidentiality, 15
credit by exam, 42
exams for accleration or grade advancement, 42
personal electronic devices, 51
scores, 14
See also standardized tests.
Texas Success Initiative (TSI) assessment, 87
Texas Virtual School Network (TXVSN), 38, 47
textbooks, 13, 91
Title IX Coordinator, 74
tobacco prohibited, 67
top 25 percent, 37
top ten percent, 37
tornado drills, 81
transfers, 91
multiple birth siblings, 19
safety reasons, 19
special education, 23
students who are victims of bullying, 32
students who engage in bullying, 19, 32
unsafe schools, 19
victims of bullying, 19
transportation, 91
school-sponsored trips, 91
truancy, 27
prevention measures, 27
truancy court, 28
tutoring, 13
removal from classroom, 13
school services, 13
UIL. *See* University Interscholastic League.
unexcused absences, 27
university admissions. *See* college admissions.
University Interscholastic League (UIL), 54
condition of football helmets, 54
safety rules, 54
use of school facilities, 83
vandalism, 93
vaping. *See* electronic cigarettes.
vending machines. *See* health, vending machines.
video cameras, 93
visitors, 94
business, civic, and youth groups, 94
career day, 94
classroom observation, 94
parents, 94
patriotic societies, 94
unauthorized persons, 94
vocational education. *See* career and technical education (CTE).
volunteers, 75, 94
voter registration, 95
withdrawing from school, 95

Marble Falls Independent School District
Board Meeting Minutes
June 3, 2019

Kevin Naumann, President, called the special meeting to order at 6:02 p.m. at the Marble Falls ISD Central Office Community Room. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Board Members Present:	Kevin Naumann, Larry Berkman, Kevin Virdell, Gary Boshears, Rick Edwards, Lee Ann Johnson and Alex Payson
Board Members Absent:	None
Administrators Present:	Dr. Chris Allen, Dr. Jeff Gasaway, Dr. Wes Cunningham, Melissa Lafferty, Dr. Shana Fancher, Betsy Russell, Yarda Leflet, and Rick Hoover
Members of the Press:	Jennifer Fierro, The Picayune, and Nathan Hendrix, The Highlander News

Administration of Oath of Office to Mr. Rick Edwards
Krystal Dunk administered the oath of office to Rick Edwards.

Executive Session
At 6:06 p.m., the Board adjourned into executive session to discuss board reorganization (TX Govt. Code 551.074) and professional personnel (TX Govt. Code 551.074) including Marble Falls High School Boys Head Baseball Coach and Highland Lakes Elementary Principal.

The Board reconvened from executive session at 6:42 p.m.

Discussion and Possible Approval of Action Arising from Executive Session
Election of Board of Trustees Officers for 2019-2020
Upon a motion by Rick Edwards, second by Lee Ann Johnson, the Board approved Kevin Naumann as President, Kevin Virdell as Vice-President and Gary Boshears as Secretary.

For:	7	Against:	0	Absent:	0

Professional Personnel
Upon a motion by Gary Boshears, second by Alex Payson, the Board approved the administration's recommendations for professional personnel hires as presented including Tyler Porter as Marble Falls High School Head Baseball coach and Leslie Talamantes as Highland Lakes Elementary Principal.

For:	7	Against:	0	Absent:	0

The Board took a recess at 6:47 p.m. and reconvened at 6:58 p.m.

Presentation/Discussion Items and Possible Action
Budget Workshop
Melissa Lafferty, Executive Director of Finance, led the Board through the changes to the 2019-2020 Budget with the passing of House Bill 3.

Adjournment
Hearing no objection, the Board adjourned at 8:10 p.m.

Approved:

Kevin Naumann, President

Gary Boshears, Secretary

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
June 17, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: June 10, 2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- ( ) Presentation/Discussion Items
- ( ) Consideration Items
- (•) Consent Agenda

Subject:
Resolutions for the Sale of Properties Acquired by the Burnet CAD

Executive Summary:
8 Resolutions are being presented for consideration. Supporting documents are attached as background information for the following properties:

Lot K13095, Plat K13.1, Horseshoe Bay, S. City of Horseshoe Bay Burnet Co. TX

Lots K4114 & K4116, Plat K4.1, Horseshoe Bay S. City of Horseshoe Bay Burnet Co. TX

Lot K1115 Plat K1.1, Horseshoe Bay S. City of Horseshoe Bay Burnet Co. TX

Lot K4115 Plat K4, Horseshoe Bay S. City of Horseshoe Bay Burnet Co. TX

Lot K4003 Horseshoe Bay S. City of Horseshoe Bay Burnet Co. TX

Lot K14040 Plat K14.1, Horseshoe Bay S. City of Horseshoe Bay Burnet Co. TX

Lots 444 & 445, Sherwood Shores, Section IV, City of Granite Shoals, Burnet Co. TX

Lots K1012, Plat K1.1, Lot K13073, Plat K13.1, Lot K13074, Plat K13.1, Lot K13075, Plat K13.1 Horseshoe Bay S. City of Horseshoe Bay Burnet Co. TX

Fiscal Impact:

Cost:
- ( ) Recurring
- ( ) One-Time
- (•) No Fiscal Impact

Funding Source:
- ( ) General Fund
- ( ) Grant Funds
- ( ) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

Approve the resolutions providing for the sale of properties acquired by the Burnet CAD as presented.

Submitted By:
Dr. Jeff Gasaway, Assistant Superintendent

Board Approval Required: (•) Yes ( ) No

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
May 29, 2019

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lot K13095, Plat K13.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account # 22898 (2018 Assessed Value = $3,500)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Court Costs:	$ 336.00	Burnet Co. Dist. Clerk
Abstract Fee:	$ 150.00	MVBA
Attorney ad Litem Fee:	$ 250.00	Gene Stratton
Sheriff's Fee:	$ 45.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay/MLB/MLBW	$ 188.65	Burnet CAD
Burnet County	$ 94.37	
Burnet County Special	$ 8.86	
Emergency Services District #1	$ 7.39	
Water Conservation District	$ 2.51	
Marble Falls ISD	$ 375.22	
TOTAL MONIES DISBURSED	$ 1,500.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is $2,257.75 for tax years 2000-2013.**
- **Aerial maps have been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.
Sincerely,
Stan Hemphill
Chief Appraiser
Enc.


© 2019 Pictometry

RESOLUTION PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT DELINQUENT TAX SALE

WHEREAS, Lot K13095, Plat K13.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property more particularly described in Volume 873, Page 637 of the Deed Records, Burnet County, Texas was offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to a judgment of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) has been made by RNR SOLUTIONS PA, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lot K13095, Plat K13.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas to RNR SOLUTIONS PA, for the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20___.

_____

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BURNET COUNTY EDUCATION DISTRICT

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
May 29, 2019

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lots K4114 & K4116, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account #s 21480 & 21482 (2018 Assessed Value = $3,500 each)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Sheriff's Fee:	$ 90.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay	$ 369.02	Burnet CAD
Burnet County	$ 520.71	
Burnet County Special	$ 61.64	
Emergency Services District #1	$ 33.26	
Water Conservation District	$ 13.73	
Marble Falls ISD	$ 1,869.64	
TOTAL MONIES DISBURSED	$ 3,000.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is $2,023.88 for tax years 2011-2018.**
- **Aerial maps have been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.
Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

Lot K4114 - Acct #21480



Lot K4116 - Acct # 21482



RESOLUTION PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT DELINQUENT TAX SALE

WHEREAS, Lots K4114 & K4116, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property more particularly described in Document #200707720 (Lot K4114) and Document #200803727 (Lot K4116) of the Official Public Records, Burnet County, Texas were offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to a judgment of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) has been made by RNR SOLUTIONS PA, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lots K4114 & K4116, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas to RNR SOLUTIONS PA, for the sum of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20___.

_____

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BURNET COUNTY EDUCATION DISTRICT

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
May 29, 2019

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lot K1115, Plat K1.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account # 21083 (2018 Assessed Value = $3,000)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

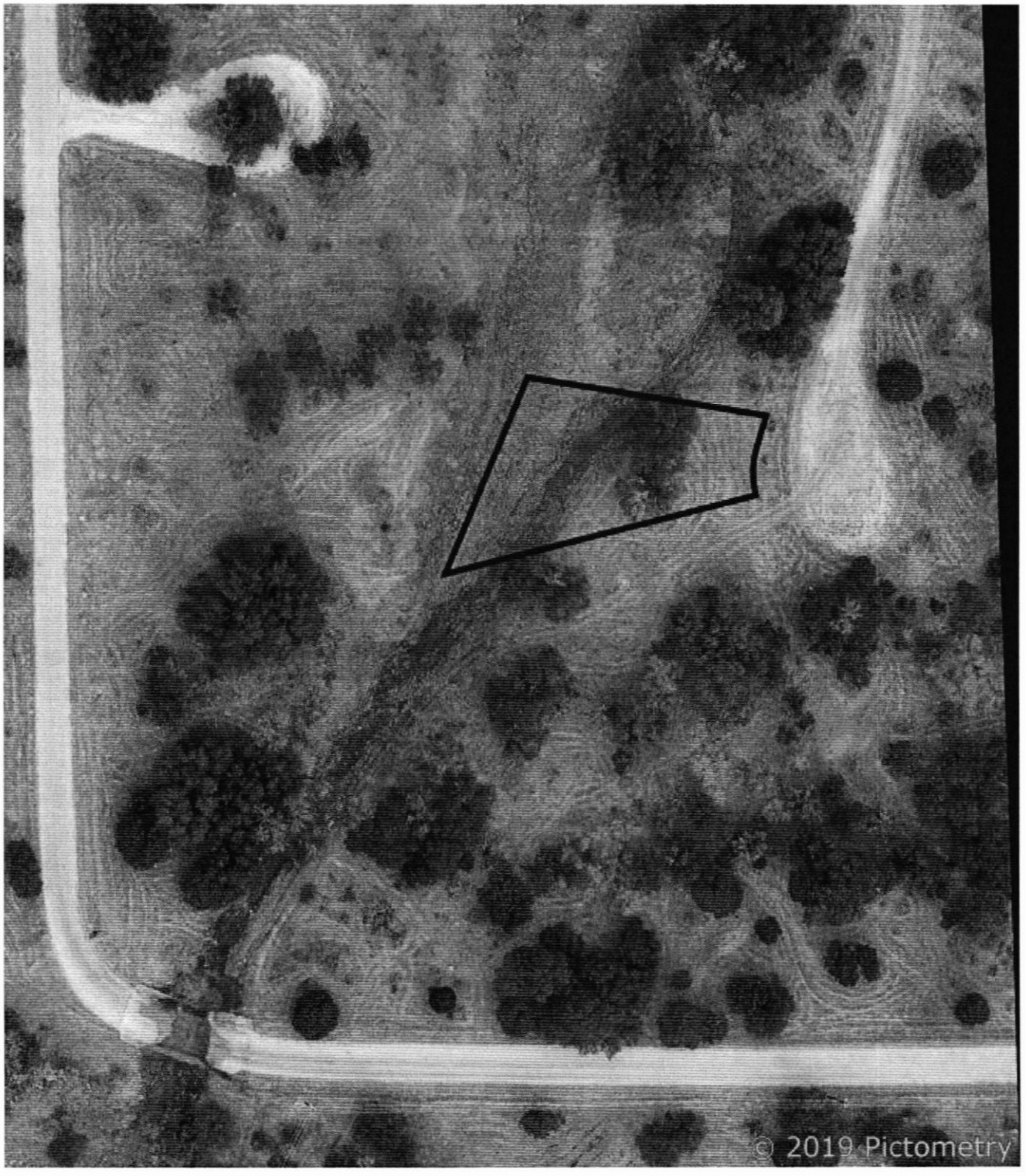
The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Court Costs:	$ 447.00	Burnet Co. Dist. Clerk
Sheriff's Fee:	$ 30.00	Burnet Co. Sheriff
Abstract Fee:	$ 175.00	MVBA
Secretary of State Service Fee:	$ 55.00	
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay	$ 35.11	Burnet CAD
Burnet County	$ 43.36	
Burnet County Special	$ 5.01	
Emergency Services District #1	$ 3.21	
Water Conservation District	$ 1.40	
Marble Falls ISD	$ 162.91	
TOTAL MONIES DISBURSED	$ 1,000.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is $1,684.86 for tax years 2008-2015.**
- **Aerial maps have been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.
Sincerely,
Stan Hemphill
Chief Appraiser
Enc.


© 2019 Pictometry

RESOLUTION PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT DELINQUENT TAX SALE

WHEREAS, Lot K1115, Plat K1.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property more particularly described in Instrument #200801981 of the Official Public Records, Burnet County, Texas was offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to a judgment of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) has been made by RNR SOLUTIONS PA, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lot K1115, Plat K1.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas to RNR SOLUTIONS PA, for the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20___.

_____

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BURNET COUNTY EDUCATION DISTRICT

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
May 29, 2019

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lot K4115, Plat K4, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account # 21481 (2018 Assessed Value = $3,500)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Court Costs:	$ 470.00	Burnet Co. Dist. Clerk
Sheriff's Fee:	$ 45.00	Burnet Co. Sheriff
Abstract Fee:	$ 150.00	MVBA
Attorney ad Litem Fee:	$ 250.00	
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay/MLB/MLBS/MLBW	$ 171.63	Burnet CAD
Burnet County	$ 70.38	
Burnet County Special	$ 6.09	
Emergency Services District #1	$ 4.37	
Water Conservation District	$ 1.30	
Marble Falls ISD	$ 289.23	
TOTAL MONIES DISBURSED	$ 1,500.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is $3,116.73 for tax years 1996, 1998-2014.**
- **Aerial maps have been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.
Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

Lot K4115 - Acct #21481



RESOLUTION PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT DELINQUENT TAX SALE

WHEREAS, Lot K4115, Plat K4, Horseshoe Bay South, Burnet County, Texas, being that property more particularly described in Volume 294, Page 319 of the Deed Records, Burnet County, Texas was offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to a judgment of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) has been made by RNR SOLUTIONS PA, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lot K4115, Plat K4, Horseshoe Bay South, Burnet County, Texas to RNR SOLUTIONS PA, for the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20___.

_____

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BURNET COUNTY EDUCATION DISTRICT

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
May 29, 2019

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lot K4003, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account # 21369 (2018 Assessed Value = $3,500)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Court Costs:	$ 286.00	Burnet Co. Dist. Clerk
Abstract Fee:	$ 175.00	MVBA
Sheriff's Fee:	$ 45.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay	$ 141.16	Burnet CAD
Burnet County	$ 162.92	
Burnet County Special	$ 18.04	
Emergency Services District #1	$ 12.18	
Water Conservation District	$ 5.45	
Marble Falls ISD	$ 612.25	
TOTAL MONIES DISBURSED	$ 1,500.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is $2,106.47 for tax years 2006-2016.**
- **Aerial maps have been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.
Sincerely,
Stan Hemphill
Chief Appraiser
Enc.


© 2019 Pictometry

RESOLUTION PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT DELINQUENT TAX SALE

WHEREAS, Lot K4003, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property more particularly described in Volume 1253, Page 76 of the Deed Records, Burnet County, Texas was offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to a judgment of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) has been made by RNR SOLUTIONS PA, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lot K4003, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas to RNR SOLUTIONS PA, for the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20___.

_____

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BURNET COUNTY EDUCATION DISTRICT

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
May 29, 2019

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lot K14040, Plat K14.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account #22952 (2018 Assessed Value = $3,500)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Sheriff's Fee:	$ 39.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay	$ 156.55	Burnet CAD
Burnet County	$ 216.89	
Burnet County Special	$ 25.63	
Emergency Services District #1	$ 14.86	
Water Conservation District	$ 6.07	
Marble Falls ISD	$ 799.00	
TOTAL MONIES DISBURSED	$ 1,300.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is $1,473.49 for tax years 2010-2018.**
- **Aerial maps have been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.
Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

© 2019 Pictometry

RESOLUTION PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT DELINQUENT TAX SALE

WHEREAS, Lot K14040, Plat K14.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property more particularly described in Instrument #200900559 of the Official Public Records, Burnet County, Texas was offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to a judgment of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($1,300.00) has been made by ERIC PALMER, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lot K14040, Plat K14.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas to ERIC PALMER, for the sum of ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($1,300.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20___.

_____

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BURNET COUNTY EDUCATION DISTRICT

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
May 29, 2019

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lot K1012, Plat K1.1, Lot K13073, Plat K13.1, Lot K13074, Plat K13.1 AND Lot K13075, Plat K13.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas
Account #20981 (2018 Assessed Value = $3,000) & Account #s 22876, 22877 & 22878 (2018 Assessed Value = $3,500 each)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

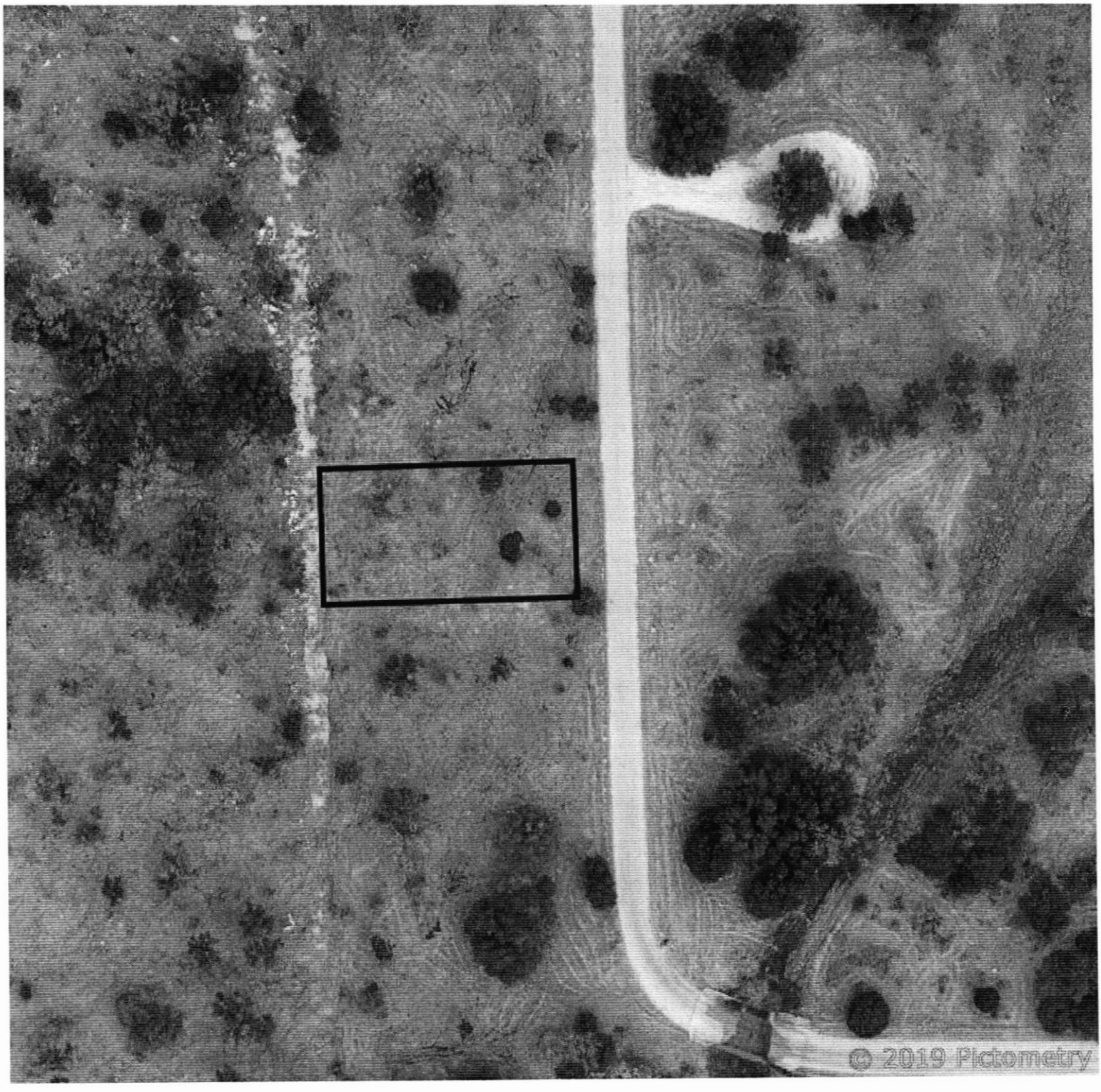
FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Sheriff's Fee:	$ 156.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay	$ 642.39	Burnet CAD
Burnet County	$ 889.97	
Burnet County Special	$ 105.16	
Emergency Services District #1	$ 60.98	
Water Conservation District	$ 24.92	
Marble Falls ISD	$ 3,278.58	
TOTAL MONIES DISBURSED	$ 5,200.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is $5,892.70 for tax years 2010-2018.**
- **Aerial maps have been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.
Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

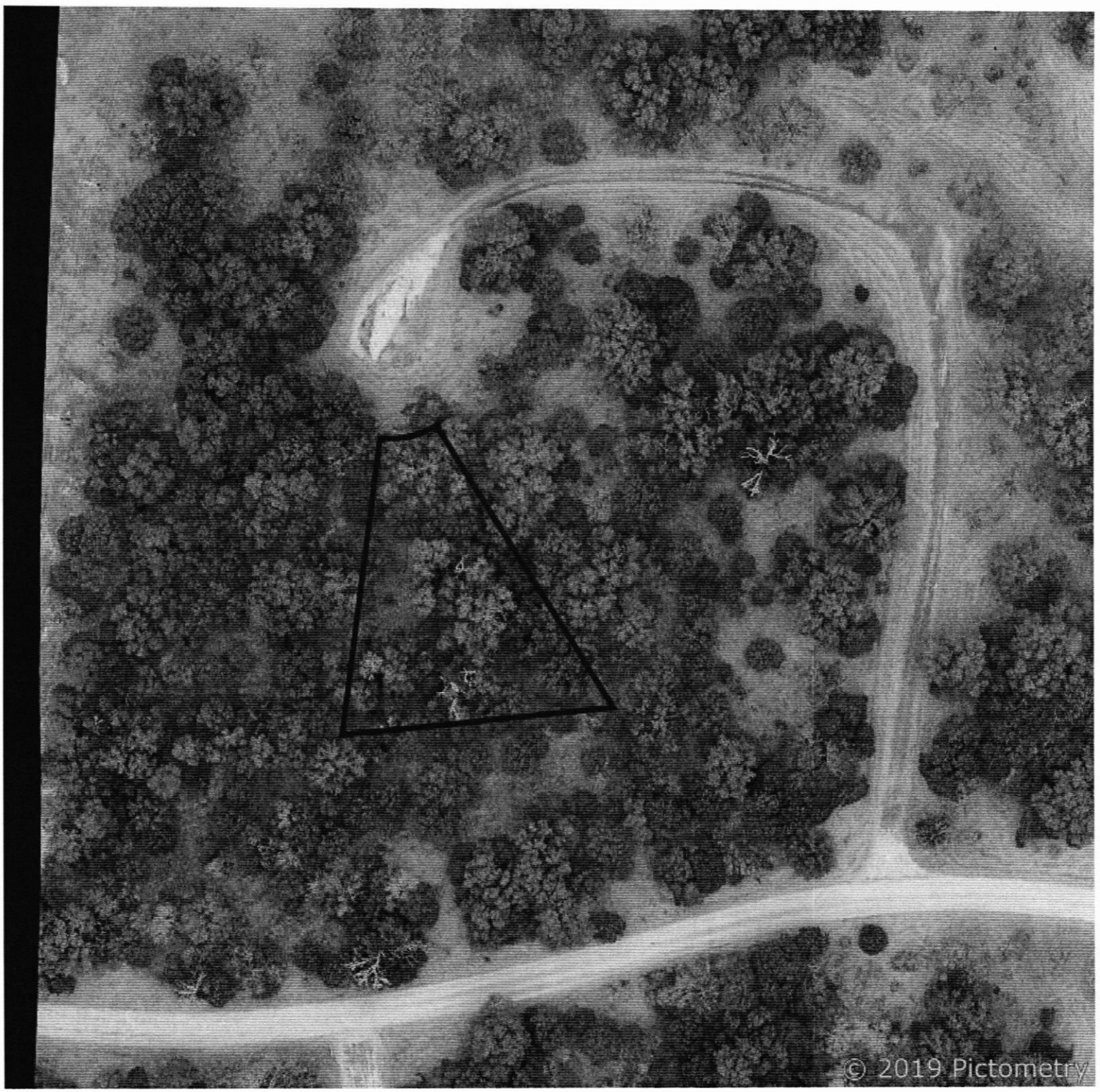
Lot K1012 - Acct#20981



Lot K13075-Acct #22878



Lot K13073 - Acct# 22876



Lot K13074 - Acct #22877



RESOLUTION PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT DELINQUENT TAX SALE

WHEREAS, Lot K1012, Plat K1.1; Lot K13073, Plat K13.1; Lot K13074, Plat K13.1 AND Lot K13075, Plat K13.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property more particularly described in Document #200900562 (Lot K1012) and Document #200900553 (Lots K13073, K13074 & K13075) of the Official Public Records, Burnet County, Texas were offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to a judgment of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($5,200.00) has been made by RNR SOLUTIONS PA, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lot K1012, Plat K1.1; Lot K13073, Plat K13.1; Lot K13074, Plat K13.1 AND Lot K13075, Plat K13.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas to RNR SOLUTIONS PA, for the sum of FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($5,200.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20___.

_____

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BURNET COUNTY EDUCATION DISTRICT

RESOLUTION PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT DELINQUENT TAX SALE

WHEREAS, Lots 444 & 445, Sherwood Shores Section IV, Sherwood Shores, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 222, Page 496 of the Deed Records of Burnet County, Texas was offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of TWENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($21,500.00) has been made by HECTOR GUZMAN, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lots 444 & 445, Sherwood Shores Section IV, Sherwood Shores, City of Granite Shoals, Burnet County, Texas to HECTOR GUZMAN, for the sum of TWENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($21,500.00), payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20___.

_____

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
June 12, 2019

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lots 444 & 445, Sherwood Shores Section IV, Sherwood Shores, City of Granite Shoals, Burnet County, Texas; Account # 39756 (2018 Assessed Value= $95,472)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

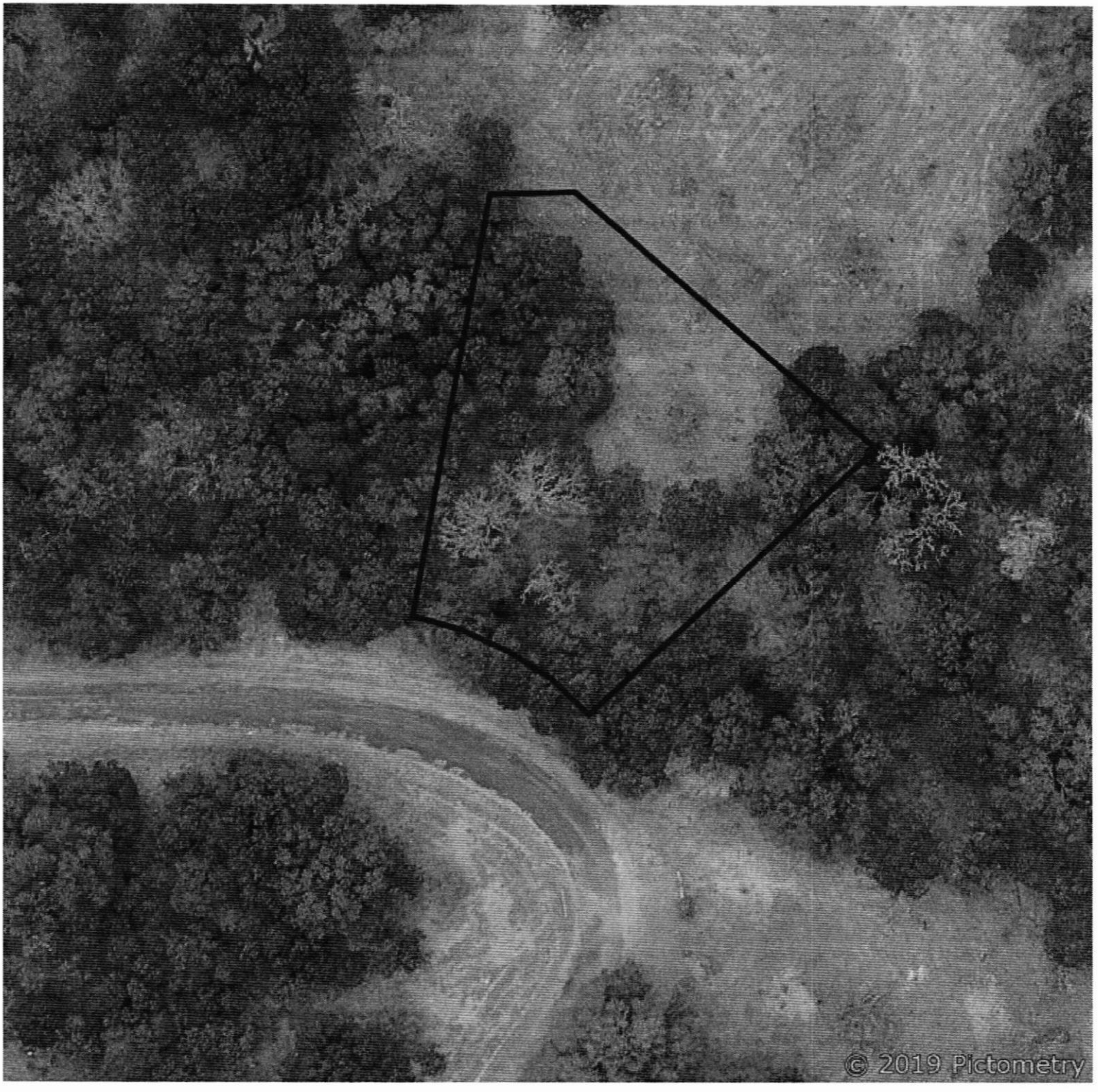
The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 38.00	Burnet Co. Clerk
Court Costs:	$ 283.00	Burnet Co. Dist. Clerk
Abstract Fee:	$ 175.00	MVBA
Attorney ad Litem Fee:	$ 250.00	H. Bryan Hicks
Sheriff's Fee:	$ 525.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District		
City of Granite Shoals	$ 1,889.65	Burnet CAD
Burnet County	$ 7,752.26	
Burnet County Special	$ 670.85	
Water Conservation District	$ 82.39	
Marble Falls ISD EBU	$ 609.20	
Marble Falls ISD	$ 9,224.65	
TOTAL MONIES DISBURSED	$21,500.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is $32,056.26 for tax years 1980-2018.**
- **Aerial maps have been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.
Sincerely,
Stan Hemphill
Chief Appraiser
Enc.


© 2019 Pictometry

Marble Falls Independent School District
Board Meeting Minutes
May 20, 2019

Kevin Naumann, President, called the regular meeting to order at 6:04 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Board Members Present:	Kevin Naumann, Kevin Virdell, Alex Payson, Lee Ann Johnson, Gary Boshears and Larry Berkman
Board Members Absent:	Rick Edwards
Administrators Present:	Dr. Chris Allen, Dr. Wes Cunningham, Dr. Jeff Gasaway, Melissa Lafferty, Dr. Shana Fancher, Mike Haley, Bethany Birdwell, Susan Cox, Erika O'Connor, Allie Hampton, Yarda Leflet, Roger Barr, Soor-el Puga, Damon Adams, Heather Metzgar, Dr. Melissa Fields, Nathan Fink, Angela Kennedy, Rick Hoover, LeeAnn Harkins, Gina Solorzano, Pam Parkman and Ashley Bernard.
Members of the Press:	Nathan Hendrix, The Highlander News

Special Recognitions
Marble Falls High School One Act Play Theatre Students
Jon Clark, Marble Falls High School Theatre teacher, recognized the students that participated in One Act Play this year for their accomplishments in acting, technical skills and all around talent.

Marble Falls High School State Track Qualifiers
Coach Rich Powers and Coach Chris Schrader recognized sophomore, Bailey Goggans and Kason O'Riley, for their hard work and their accomplishments at the State track meet.

2019 Retirees
Dr. Jeff Gasaway, Assistant Superintendent, introduced each retiree as their principal or director handed them a retirement bell. Dr. Chris Allen and the School Board congratulated each retiree for their service.

Introduce Boys Head Basketball Coach
Coach Rick Hoover, Athletic Director and Head Boys Soccer Coach, introduced Travis Crain, MFHS Boys Basketball Coach, and family to the board.

Administration of Oath of Office to Mr. Gary Boshears
Krystal Dunk administered the oath of office to Gary Boshears.

The Board took a recess at 6:43 p.m. and reconvened at 6:49 p.m.

Announcement of Continuing Education Hours
Kevin Naumann, Board President, read the Board of Trustees continuing education hours to the public. All Board member s have completed Tier I, II, and III training

Citizens Comments
No one asked to speak.

Information Items

-General Fund Summary
-Expenditure Report
-Graduation Details

Presentation/Discussion Items and Possible Action

Tax Collection Report

Noe Reyes, McCreary, Veselka, Bragg & Allen, P.C., presented the report on delinquent property tax collection for the District.

Approval of Contracted Services Contract

Dr. Shana Fancher, Special Services Executive Director, presented two contracts needed for the special services department.

Upon a motion by Lee Ann Johnson, second by Gary Boshears, the Board approved the visual impairment teacher and the board certified behavior analyst contracts as presented for the 2019-2020 school year.

For: 6 Against: 0 Absent: 1

Medicaid Billing & SHARS Services Contract

Melissa Lafferty, Executive Director of Finance, explained to the Board that the District released a Request for Proposals on April 18 to seek a contract for Medicaid billing and SHARS Services. The committee will make a recommendation for a vendor and seek approval to contract for Medicaid billing and SHARS services.

Competitive Seals Bid Process for Certain Drives and Pavement Bond Projects- Package 1

Dr. Chris Allen, Superintendent, discussed how the Administration has worked with architects and legal counsel to develop a time line that would allow some of the drives and pavement improvements associated with the bond program to be completed or nearly completed over the summer. Competitive Sealed Proposal (CSP) is the designated delivery method for these projects and because we are hoping for a one read approval, administration will be incorporating individual trustees (but not a quorum) in the CSP evaluation and selection process.

Draft Long Range Facilities Plan

Dr. Chris Allen, Superintendent, reviewed the work accomplished by the Facilities Planning Committee, a Long Range Facilities Plan Committee was formed to help generate a Long Range Facilities plan for Marble Falls ISD. This presentation discusses salient points of the draft plan and the process used to create it.

Partnership with the Phoenix Center

Dr. Wes Cunningham, Assistant Superintendent, explained this year, the agreement with the Phoenix Center allows four full time counselors to work with our students across the district. Because the second installment of the agreement is over $25,000, we are requesting board approval to process payment.

Upon a motion by Gary Boshears, second by Alex Payson, the Board approved to pay the second installment of the MFISD agreement with the Phoenix Center to provide additional counseling support services for our students, for $37,500.

For: 6 Against: 0 Absent: 1

Device Refresh- Middle School 9th Grade Chromebook Refresh

Nathan Fink, Director of Technology, gave the Board an overview of the last Chromebook lease for Middle School and 9th grade ending on September 15, 2019. We will be replacing these 1,600 Chromebooks with the latest Dell Chromebook (Dell 3100) and Gumdrop case. The total cost of the purchase is $539,632.00.

Upon a motion by Lee Ann Johnson, second by Gary Boshears, the Board approved the purchase of 1,600 Chromebooks and Gumdrop cases from Dell for $539,632.00 to refresh devices for grades 6 - 9.

For: 6 Against: 0 Absent: 1

Transfer Requests

Dr. Jeff Gasaway, Assistant Superintendent, explained that due to the continuing increase in enrollment, Marble Falls ISD will no longer accept new transfers to the following campuses: Colt Elementary, Highland Lakes Elementary, Marble Falls Elementary and Marble Falls Middle School. With the exception: Students of Marble Falls ISD Staff members as well as siblings of current transfer students will be eligible for transfer to any of these campuses. In addition, we will continue to honor current transfers for students that remain in good standing with the district. Spicewood Elementary and Marble Falls High School will continue to remain open to new transfers as normal.

Child Nutrition Update

Dr. Jeff Gasaway, Assistant Superintendent, explained that a group of Board members, Child Nutrition staff and administration made campus visits, brainstormed new ideas and researched budgetary impacts.

Upon a motion by Gary Boshears, second by Alex Payson, the Board approved the meal price increases as presented.

For: 6 Against: 0 Absent: 1

Portable Relocation

Dr. Jeff Gasaway, Assistant Superintendent, explained that the MFISD STEAM Academy will be relocated from Spicewood Elementary to Marble Falls Middle School. We currently have two portables that are within the school district that need to be utilized with the move. Moving a portable requires an outside company to come in and physically move it. Because the amount exceeded the $25,000 threshold, which requires Board approval, Board Policy CH (LOCAL), we are requesting that the Board approve $26,500 to be paid to Dodson House Moving in order to move the two portable buildings.

Upon a motion by Gary Boshears, second by Kevin Virdell, the Board approved $26,500 to be paid to Dodson House Moving for portable relocation.

For: 6 Against: 0 Absent: 1

Transportation Lighting

Dr. Jeff Gasaway, Assistant Superintendent, explained that the MFISD Transportation Facility that was not completed by bond funds is close to completion. In order to finish the parking lot, MFISD will need to purchase lights. We will be purchasing light poles and LED Fixtures from Elliott Electric. Because the amount exceeded the $25,000 threshold which requires Board approval, Board Policy CH (LOCAL), we are requesting that the Board approve an amount not to exceed$29,000 to be paid to Elliott Electric in order to purchase light poles and LED fixtures.

Upon a motion by Alex Payson, second by Lee Ann Johnson, the Board approved an amount not to exceed $29,000 to be paid to Elliott Electric in order to purchase light poles and LED fixtures.

For: 6 Against: 0 Absent: 1

Consider and Possible Approval of Action
Consent Agenda
Upon a motion by Gary Boshears, second by Larry Berkman, the Board approved the following as presented:

- Minutes from Special Board Meeting held on April 15, 2019
- Minutes from Regular Board Meeting held on April 15, 2019
- Budget Amendments
- Inclement Weather Resolution
- Acceptance of Donation

For: 6 Against: 0 Absent: 1

Minutes from Special Board Meeting held on April 29, 2019 and May 9, 2019
Upon a motion by Lee Ann Johnson, second by Alex Payson, the Board approved the minutes held on March 26, 2019 as presented.

For: Larry Berkman, Kevin Naumann, Alex Payson and Kevin Virdell
Against: None
Absent: Rick Edwards
Abstained: Gary Boshears and Lee Ann Johnson

Upcoming Meetings
Monday, June 3, 2019 – Special Board Meeting
Summer Leadership Institute/ SLI - San Antonio - June 13-15, 2019
Monday, June 17, 2019 – Regular Board Meeting
Monday, June 24, 2019 – Special Board Meeting

Executive Session
At 8:45 p.m., the Board adjourned into executive session to discuss professional personnel (TX Govt. Code 551.074).

The Board reconvened from executive session at 9:20 p.m.

Discussion and Possible Approval of Action Arising from Executive Session
Professional Personnel
Upon a motion by Kevin Virdell, second by Larry Berkman, the Board approved the Administrations recommendations as presented.

For: 6 Against: 0 Absent: 1

Adjournment
Hearing no objection, the Board adjourned at 9:21 p.m.

Approved:

Kevin Naumann, President

Gary Boshears, Secretary

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
June 17, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 6/6/19

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- ( ) Presentation/Discussion Items
- (•) Consideration Items
- ( ) Consent Agenda

Subject:
Medicaid Billing & SHARS Services Contract

Executive Summary:

The District released a Request for Proposals on April 18th to seek a contract for Medicaid billing and SHARS Services. An overview of the proposal process was presented at the May 20th board meeting as a first read.

Fiscal Impact:

Cost:
- (•) Recurring
- ( ) One-Time
- ( ) No Fiscal Impact

Funding Source:
- (•) General Fund
- ( ) Grant Funds
- ( ) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year:
Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

The committee recommends Frontline Technologies for the award of contract for Medicaid billing and SHARS services.

Submitted By:

Melissa Lafferty

Board Approval Required: (•) Yes ( ) No

Medicaid Billing & Student and Health Related Services



Request for Proposal

RFP Overview

1. MSB has been our vendor since 2014
2. 5 Proposing Vendors
3. Vendor Evaluation Criteria
   - Price
   - Electronic Billing Capability and Ease of Use of Program
   - Customer Service & Trainings
   - Accurate and Timely Billing
   - Reputation

Vendor Recommendation: Frontline Technologies / TSBS