

Manor Independent School District
Board of Trustee Regular Meeting Agenda Item
February 18, 2025

CONSENT ITEM SHEET

RE: Consider and possible action to approve proposed contract amendment to Owner’s Third-Party Representative/Program-Project Manager Agreement with Hoar Program Management, LLC (“HPM”) related to Program-Project Management Services.

Supporting Documents:

1. *HPM Proposal for Additional Services / Addendum Agreement (included with proposal)*
2. *Original HPM Agreement with addendums*

District Goals*: Goal 5

Goal 5: FACILITIES & MAINTENANCE- By 2026, Manor ISD will proactively provide facilities to ensure 100% of scholars will have safe, well-maintained, environmentally sustainable, and community-accessible facilities.

Bottom of Form

Background Information:

The Board approved HPM as the Owner’s Third-Party Representative/Program-Project Manager for several construction projects. HPM's contract for Program-Project services concluded on December 31, 2024. Administration is negotiating an amendment to extend the contract and expand its scope to include Planning and Program-Project services.

In short, the amendment will include the following changes to HPM’s agreement:

- Change in duration end date: from January 1, 2025 to December 31, 2025.
- Change in project responsibility: HPM would provide program-project management and financial control services for selected ongoing 2019 Bond Projects and new project initiatives.
- Addition of Services: HPM would provide Planning Services.

Fiscal Implications:

The total cost for program management, financial controls, and planning services is \$222,722.00

\$122,722 allocated for project-program management and financial controls, funded by 2019 Bond Contingency and Bond Interest.

\$100,000 is allocated for planning services, initially fund through local budget. However, this expense may be reclassified and transferred to a future bond program.

Administrative Recommendation:

Administration recommends that the Board approve the proposed Contract Amendment with Hoar Program Management (HPM).

Proposed Motion Language:

“I move that the Board approve the proposed contract amendment with Hoar Program Management (HPM) and authorize the Superintendent to finalize and execute the amendment.”

Mr. Joe Mendez

Contact Person

Dr. Robert Sormani

Approved by Superintendent



7320 North Mopac Expy
Austin, TX 78731

February 13, 2025

Manor ISD - HPM Proposal for Additional Services

Scope Overview:

This proposal outlines the extension of Senior Project Manager services and Phase II planning support for Manor ISD. The combined services include project management for ongoing and upcoming construction projects, as well as strategic facilitation of the facilities committee and Board of Trustee engagement in the planning process.

1. Extension of Senior Project Manager Services

HPM proposes extending the Senior Project Manager's services from January 1, 2025, through December 31, 2025, to support various projects. This includes:

- Transportation Facility
- Sidewalks at Three Campuses
- Sinkhole Repair and Replacement at MHS
- Fencing at MNTHS
- Roof Replacement Support

The required effort will vary monthly, averaging approximately 35% of the Senior Project Manager's time, depending on the project phase.

(See attached **Exhibit A** for the list of projects, services offered and anticipated schedule)

Clarifications:

- The Project Manager will visit the site during the OAC meetings; however, dedicated Field Project Management services are excluded.

2. Phase II Planning Services

Baseline Planning Services Overview:

Phase II of the planning process is focused on facilitation of the facilities committee and Board Engagement in the process.

Internal District Team Engagement

HPM will work with internal District staff to ensure buy-in and support of the plan. This will also provide an opportunity for district staff to ensure that nothing was overlooked relative to their program in the planning process. It is anticipated there will be 4-5 onsite working meetings with the District team.



Facilities Committee Facilitation

This committee will provide oversight and will represent the larger community and will review all data available. This committee will also work to prioritize potential projects recommended in the overall Long Range Facilities Master Plan. This committee will meet 4-5 times between March and May of 2025.

Board of Trustee Updates

HPM will facilitate Board of Trustee Updates throughout the process that will both provide updates to the Board and also receive directions as final recommendations are developed. It is anticipated that there will be 1-2 Board of Trustee Meetings / Workshops in this process.

Additional Alternates (Not included in Base Planning Services)

The following services are options should MISD need them. These are services that peer Districts have utilized as they go through the planning process like MISD.

2.1 Community Voter Survey

This is a voter survey to test potential ballot language. These types of surveys randomly sample registered voters to gauge level of support for certain planning recommendations. Surveys are conducted over the phone with sample sizes ranging from 400-500.

2.2 Enhanced Community Communication

This service is intended to support and enhance in-house communication efforts leading up to a vote. This can include the production of mailers, informational videos, and social media campaigns. The intent of this process is to communicate the plan and the needs to the community.

(See attached **Exhibit B** for the anticipated Planning timeline)

Cost Overview:

1. Project Management of the projects listed in Exhibit – A	\$122,722
2. Base Planning Services	\$100,000
2.1 Planning Add Alternate #1 – Voter Survey	\$30,000 - \$40,000
2.2 Planning Add Alternate #2 – Enhanced Communications	\$150,000 - \$200,000



Approval:

Name: _____

Signature _____

Name: _____

Signature _____

Name: _____

Signature _____



Exhibit A: Project Details

Project	Project Status	Expected Value
Transportation	On-going. GC is working on detention pond change order, expected completion by the end of February.	N/A
Sidewalk	On-going. GC is working on new sidewalks at three campuses, expected completion by mid-March.	N/A
Fencing & Sinkhole	Support MISD to onboard GC and manage the construction phase. Project completion is expected by the end of June.	\$1M (combined)
Roof replacement	HPM will support the scope validate process and procurement of Architect and GC. Expected completion of this project is by end of September including closeout.	N/A

Services Offered (Applicable to All Projects)

- Project Management (Attendance at OAC meetings, Review of Applications for Payments & Change Orders, Oversight of Closeout Documents)
- Financial Management (Manage project budget, cost reconciliation)

Anticipated Schedule

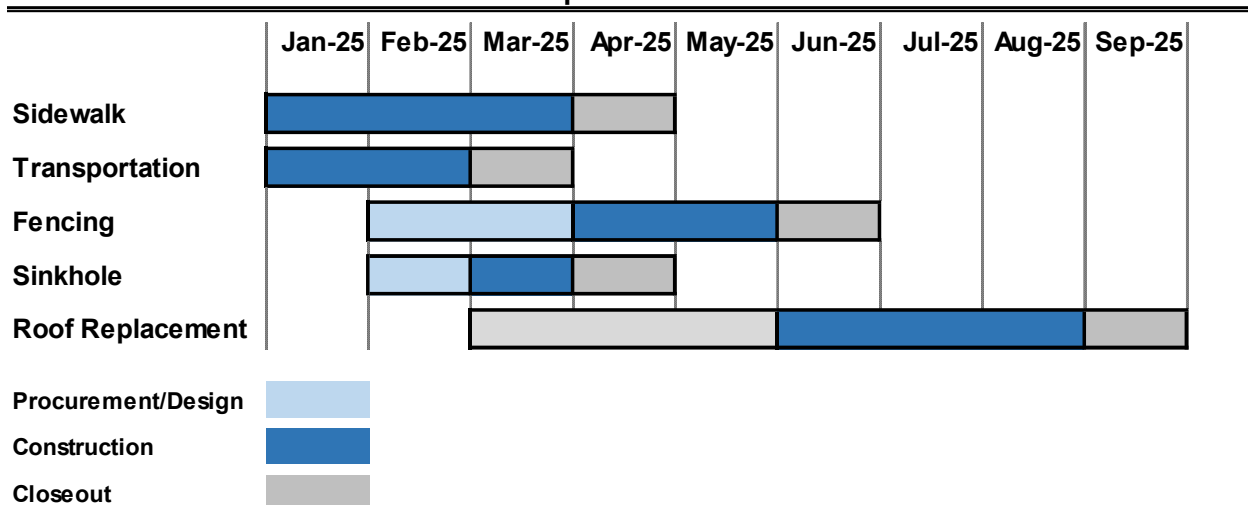
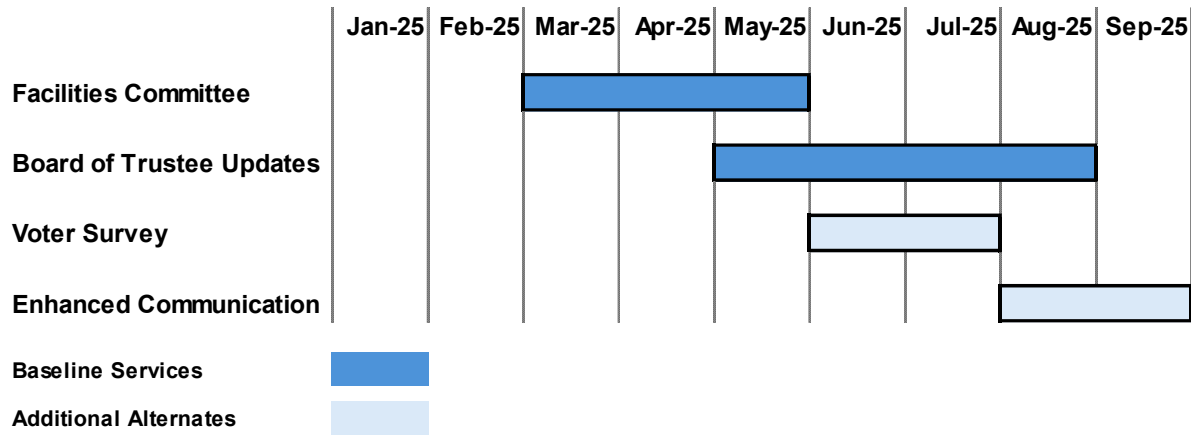




Exhibit B: Planning Timeline

Planning Phase II Anticipated Schedule



Services Offered

- Online Planning Dashboard will show facility, demographic, and planning data.
- One-on-one meetings with Trustees to provide additional information or clarification on planning efforts.

OWNER'S THIRD-PARTY REPRESENTATIVE AGREEMENT

THIS OWNER'S THIRD-PARTY REPRESENTATIVE AGREEMENT ("Agreement") as of the date of the last signature by an authorized representative for both parties, (the "Effective Date") by and between the **Manor Independent School District**, an independent school district and political subdivision of the state of Texas with administrative offices located at 10335 US Hwy 290E, Manor, Texas 78653, ("Owner"), and **Hoar Program Management, LLC**, a Delaware Limited Liability Company with corporate offices at 2 Metroplex Drive, Suite 400, Birmingham, Alabama 35209-6877 ("Owner's Representative").

BACKGROUND

A. In November of 2019, the Owner passed a Bond ("Bond"), and is currently in the early stages of planning and procurement for the construction projects included in the Bond, which includes the Projects listed in **Exhibit A**, which is attached hereto and incorporated herein by reference (the "Capital Improvement Projects").

B. The Owner desires the services of the Owner's Representative, which has special expertise and experience in design consultation, value engineering, construction scheduling, budget development and oversight, scope development, cost estimating, value engineering, cost control, quality control, construction phasing and logistics; administration of construction manager-at-risk projects and general contractor led construction projects; performance monitoring; oversight of commissioning process, initial start-up and testing of systems; closeout of construction projects and oversight of warranty work.

C. The Owner desires to retain the Owner's Representative to provide comprehensive services in the organization, coordination, management and administration required for all aspects of the development Capital Improvement Projects, as defined in **Exhibit F**, and as more particularly described in the Scope of Work attached hereto as **Exhibit B**.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the Owner and the Owner's Representative agree as follows:

AGREEMENT

1. **Term of Agreement.** This Agreement is effective on the Effective Date and shall remain in effect until August 31, 2024 (the "Term"). Owner's Representative shall have a continuing obligation, after the Term, to comply with any provision of this Agreement intended for Owner's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Agreement. OWNER'S REPRESENTATIVE UNDERSTANDS THAT NO WORK SHOULD BEGIN UNDER THIS AGREEMENT UNTIL ALL REQUIRED SIGNATURES ON THIS AGREEMENT HAVE BEEN OBTAINED. ANY WORK PERFORMED BY OWNER'S REPRESENTATIVE PRIOR TO SUCH TIME SHALL BE CONSIDERED AS HAVING BEEN PERFORMED AT OWNER'S REPRESENTATIVE'S OWN RISK AND AS A VOLUNTEER.

2. **Scope of Services.**

2.1. Owner retains the Owner's Representative to provide sufficient organization, personnel and management to perform the services specified in **Exhibit B** of this Agreement (the "Scope of Services") in an expeditious and economical manner at the highest standards of Owner's Representative's profession or business to further the Owner's interests and to act solely in the District's interest in performing all its services including providing independent consultation, explanation, evaluation and feedback to the Board regarding construction industry trends, impact of outside forces on local pricing, products specified in the design, etc. while working in full cooperation with the District's various architects who are providing design services on multiple Bond Projects. The Owner's Representative shall furnish all labor, services, supplies, materials and equipment required to complete the Scope of Work using Owner's

Representatives best efforts, skill, judgment, and abilities in accordance with this Agreement or if any member of the Owner Representative's Team assigned to any Project task, holds a professional license, it shall be bound to performed within the standard of care for the professional category in which it is licensed. The Owner's Representative accepts a fiduciary relationship of trust and confidence established between it and the Owner by this Agreement.

2.2. Owner's Representative shall provide a project team at all times that shall have sufficient capacity, skill and experience to perform the Work ("Owner Representative's Team"). Owner's Representative may not, without the written consent of Owner, reassign or replace any member of the Owner's Representative Team. If a member of Owner's Representative's Team resigns, any replacement shall be subject to Owner's approval. The initial Owner's Representative Team identified in Exhibit C, is approved by Owner.

2.3. Owner's Representative shall perform the Work in compliance with all applicable federal, state and local laws, regulations, and codes, including without limitation the Owner's policies, procedures and Owner's other applicable standards as provided by Owner ("Laws"). Owner's Representative shall maintain and shall require that its subcontractors, if any, maintain any and all required governmental licenses, certificates, approvals, and permits that are required of the Owner's Representative for the performance of the Work. The Owner's Representative agrees to maintain in full force and effect such required licenses, certificates, approvals, and permits throughout the Term.

2.4. Owner's Representative has or will perform the Scope of Services in cooperation with the Owner and the "Project Team". The Project Team includes the "Architect", which means (as appropriate to the context) the design architect, the architect or engineer who prepares the plans and specifications, the inspecting architect, or such other design and design-related consultants as may be appropriate; the "Contractor", which means the General Contractor or Construction Manager-At-Risk ("CMAR) with whom the Owner has contracted to construct any portion of the Projects and the General Contractor's or CMAR's subcontractors, suppliers, and materialmen; and "Consultants", which means such other consultants and professionals that perform consulting services for the Project, including without limitation, testing laboratories and surveyors. Nothing contained in this Agreement shall create any obligation or contractual relationship between the Owner's Representative and any third party, including without limitation any other member of the Project Team.

2.5. Owner may modify the Scope of Services without invalidating this Agreement. To avoid delay in the Project, upon receipt of an Owner-requested change in the Scope of Services, the Owner's Representative shall promptly proceed with the change in Scope of Services. If the Owner's Representative believes it is entitled to additional compensation for the change in Work, the Owner's Representative shall promptly notify the Owner in writing. Any change in Owner's Representative's compensation shall be made by a written agreement signed by both Parties.

3. Owner's Responsibilities.

3.1. The Owner shall provide information regarding its design and construction requirements for the Project to the Owner's Representative, with reasonable promptness.

3.2. The Owner shall designate an individual who shall have the authority to render decisions on Owner's behalf ("Owner's Contact"). The Owner may change Owner's Contact from time to time by written notice to the Owner's Representative. The initial Owner's Contact shall be:

4. Compensation and Terms of Payment.

4.1. The consideration for all Work performed or supplied by Owner's Representative under this Agreement shall be paid by Owner as set forth in Exhibit D.

4.2. **Subcontractor's Payment.** If Owner's Representative engages any subcontractors or subconsultants to perform any of the Scope of Services, Owner's Representative shall not markup work performed by its subcontractors. Owner's Representative shall pay any such subcontractor or subconsultant within ten days (or such shorter period as required by law) of the Owner's Representative's receipt of payment from the Owner for undisputed services provided by the subcontractor or subconsultant. Owner's Representative shall pay interest of at the rate provided in the Texas Prompt Payment Act, Local Government Code Chapter 2251, to the subcontractor or subconsultant on undisputed amounts not paid on time to the subcontractor or subconsultant.

4.3. **Reimbursable Expenses.**

4.3.1 Reimbursable expenses include the following ordinary, necessary, and reasonable expenses incurred by the Owner's Representative and its subcontractors and/or subconsultants related to the Work:

.1 Owner-authorized out-of-town travel and subsistence cost (if travel time is not also billed as professional services time) payable in accordance with the travel reimbursement policies applicable to employees of the Owner.

.2 Dedicated data and communication services, Project Web sites, and extranets;

.3 Owner-requested printing, reproductions, plots and standard form documents;

.4 Postage, handling and delivery of Instruments of Service as requested by the Owner; and

.5 Renderings, models, mockups, professional photography if requested by the Owner.

4.3.2. All reimbursement expenses shall be at the actual expense incurred by the Owner's Representative and its subcontractors and/or subconsultants without markup.

4.3.3. If expenses are reimbursable, each request for reimbursement must be itemized and accompanied by receipts.

4.3.4. No reimbursable expenses shall be allowed without Owner's prior written consent during the Term.

4.4. **Frequency of Invoicing and Terms of Payment.**

4.4.1 Owner's Representative shall submit invoices monthly, describing in reasonable detail the services (and goods, if any) provided in the preceding month including time spent on various tasks. Services (and goods, if any) shall be separately billed by Project. Payment of undisputed amounts due shall be made by Owner not later than 31 days after Owner's receipt of an invoice and acceptance of services rendered under this Agreement.

4.4.2 Notwithstanding anything to the contrary in this Agreement, the Owner may withhold payment to the Owner's Representative hereunder if and for so long as the Owner finds any of the Owner's Representative's services to be defective, untimely, unsatisfactory or Owner's Representative otherwise fails to perform any of its obligations or otherwise is in default; provided, however, that any such holdback shall be limited to an amount sufficient in Owner's reasonable opinion to cure any such default or failure of performance by Owner's Representative.

4.5. **Final Payment.** Final payment shall not be due to Owner's Representative until Owner's Representative submits to Owner the following in such form as may be required by Owner: (a) a statement

identifying all subcontractors and/or subconsultants who have performed all or a portion of the Scope of Services, whether the subcontractors and/or subconsultants have been paid for their services, and if not, what the unpaid amount owed or allegedly owed to each subcontractor; and (b) data or other documentation establishing payment or satisfaction of Owner's Representative's obligations arising out of this Agreement, such as receipts or releases and waivers of liens, claims, security interests or encumbrances. If a subcontractor refuses to furnish a release or waiver required by the Owner, Owner's Representative may furnish a bond satisfactory to Owner to indemnify Owner against such lien. If such lien remains unsatisfied after final payment is made, Owner's Representative shall refund to Owner all money that Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. Owner's Representative warrants that upon submittal of an invoice, to the best of Owner's Representative's knowledge, information and belief, all work included in the Work shall be free and clear of liens, claims, security interests or encumbrances in favor of the Owner's Representative, subcontractors and/or subconsultants, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Scope of Services.

5. General Terms and Conditions.

5.1. Termination, Suspension.

5.1.1. Termination for Convenience by Owner. Owner may terminate this Agreement in whole or in part upon thirty (30) days written notice to Owner's Representative for Owner's convenience. In the event of a termination for Owner's convenience, Owner's Representative shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by Owner in its sole discretion, for services satisfactorily performed prior to the date of notice of termination, together with properly documented reimbursable expenses then due. In no event shall Owner's Representative be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers, subcontractors and/or subconsultants, which could have been avoided. Owner will not pay the Owner's Representative for loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Upon receipt of notice of termination, unless the notice directs otherwise, the Owner's Representative shall do the following: discontinue all Work, cause its subcontractors and/or subconsultants to cease their work in connection with this Agreement, and shall promptly cancel all existing orders and contracts that are chargeable to this Agreement; and furnish the Owner with copies of all Project materials within seven (7) days of receipt of notice of termination.

5.1.2. Termination for Cause.

5.1.2.1 Either party may terminate this Agreement upon not less than 30 days' written notice to the other party should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination; provided, however, if in the reasonable determination of the non-defaulting party the event(s) giving rise to the termination is/are reasonably susceptible to cure, the termination shall not be effective if the defaulting party cures the basis of the termination within the 30 day period to the non-defaulting party's reasonable satisfaction. When the Owner terminates this Agreement for cause, Owner's Representative shall not be entitled to receive further payment until the Work is finished. Owner's Representative shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by Owner in its sole discretion, for work or services satisfactorily performed minus all damages incurred by Owner connected with Owner's Representative's failure to perform. In no event shall Owner's Representative be paid for unperformed Services, unsatisfactorily performed Services or costs incurred after receipt of notice of

termination, or for costs incurred by subcontractors which could have been avoided. Owner will not pay the Owner's

5.1.2.2 Representative for loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Upon receipt of notice of termination, unless the notice directs otherwise, the Owner's Representative shall do the following: discontinue all Work, cause its subcontractors and/or subconsultants to cease their work in connection with this Agreement, and shall promptly cancel all existing orders and contracts that are chargeable to this Agreement; and furnish the Owner with copies of all Project materials within seven (7) days of receipt of notice of termination.

5.1.3. **Suspension by Owner.** Owner may, without cause, order the Owner's Representative in writing to suspend its services in whole or in part for such period of time as the Owner may determine. If the Owner suspends the Project, without cause, for more than 60 consecutive days, the Owner's Representative shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner's Representative shall be compensated for reasonable expenses incurred as a direct result of the interruption and resumption of the Owner's Representative's services. If appropriate, the Owner's Representative's fees for the remaining services and the time schedules shall be equitably adjusted. If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Owner's Representative, the Owner's Representative may terminate this Agreement by giving not less than 30 days' written notice.

5.1.4. **Suspension by Owner's Representative.** If the Owner fails to make payments to Owner's Representative in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at Owner's Representative's option, cause for suspension of performance of services under this Agreement. If the Owner's Representative elects to suspend services, Owner's Representative shall give 30 days' written notice to the Owner due to the Owner's failure to make payment before suspending services. If Owner's Representative suspends services, Owner's Representative shall have no liability to Owner to the extent of any delay or damage caused the Owner because of such suspension of services, except to the extent the Owner withheld payment for causes permitted by this Agreement, or the suspension by Owner's Representative was otherwise not warranted. Before resuming services, Owner's Representative shall be paid all sums due prior to suspension and any properly documented reasonable expenses incurred as a direct result of the interruption and resumption of the Owner's Representative's services (if such suspension was warranted) and if appropriate, the Owner's Representative's compensation for the remaining services shall be equitably adjusted.

5.2. **Disputes.**

5.2.1. Owner and Owner's Representative shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the time period specified by applicable law.

5.2.2. Owner and Owner's Representative shall endeavor to resolve claims, disputes and other matters in question ("Dispute") between them by negotiation in good faith.

5.2.3. If negotiation fails to resolve a Dispute within 30 days after receipt of notice of the Dispute, then the parties agree that any Dispute arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall

be conducted by a mutually-agreed-upon mediator qualified as an impartial third party for purposes of Section 154.052 of the Texas Civil Practice & Remedies Code.

5.2.4. 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.

5.2.5. In the event the Owner and the Owner's Representative are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

5.2.6. Nothing herein shall preclude the Owner or the Owner's Representative from requesting that the Architect or the General Contractor/CMAR or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts

5.2.7. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Travis County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5.2.8. If the parties do not resolve a Dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be litigation.

5.2.9. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Owner's Representative, in whole or in part.

5.3. **Choice of Law, Forum Selection, Entire Agreement, and Amendment.** This Agreement shall be construed under Texas law (without regard for choice of law considerations) and the policies and procedures of Owner, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court or Federal District Court in Travis County, Texas. For this purpose, Owner's Representative specifically consents to jurisdiction in Travis County, Texas. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Owner shall not be bound by any amendment to this Agreement unless such amendment has been signed by Owner.

5.4. **Owner's Representative's Insurance.**

5.4.1 Prior to performing work under this Agreement, Owner's Representative shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the amounts shown in the table contained within this Section 5.4.1 and with indemnification limits not less than the amounts indicated therein, to protect Owner's Representative and Owner from claims arising out of the performance of the Owner's Representative's services under this Agreement and/or caused by any error, omission, negligent act or omission. The required coverage 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.

Worker's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Owner's Representative's employment of workers and anyone for whom Owner's Representative shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employers Liability	\$1,000,000.00 per accident \$1,000,000.00 per disease policy limit \$1,000,000.00 per disease per employee
Professional Liability: Owner's Representative	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate
Owner's Representative's Consultants	\$2,000,000.00 in the aggregate.
Commercial General Liability: <ul style="list-style-type: none"> • Each Occurrence • General Aggregate • <u>Products - Completed Operations</u> hazard, providing coverage for claims including: <ol style="list-style-type: none"> 1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; 2. personal and advertising injury; 3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property; 4. bodily injury or property damage arising out of completed operations; and 5. the Owner's Representative's indemnity obligations provided for in this Contract 	\$1,000,000.00 \$2,000,000.00 \$1,000,000.00 aggregate
Automobile Liability	\$1,000,000.00 combined single limit Coverage shall be for all owned, non-owned and hired motor vehicles, and any other statutorily required automobile coverage.
Excess Umbrella Liability	\$5,000,000.00

5.4.2 The required insurance such insurance shall be in a form approved by the Owner, with an effective date prior to the beginning date of design. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Any deviation from the requirements of Section 5.4 (including all subsections) can only be approved by Owner's Board of Trustees.

5.4.3 Satisfactory evidence of insurance required by this Article shall be provided to Owner not later than five (5) business days after execution of the Contract by Owner. Satisfactory

evidence shall include a duly-executed ACORD Form 25 Certificate of Liability evidencing the endorsements required and notations required by this Contract, copies of all required insurance policies, declarations and endorsements themselves. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations and additional endorsements, as they are provided to Owner's Representative. Each certificate shall contain a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner.

5.4.4 Notice of Cancellation, Expiration and Continuation

5.4.4.1 Within three (3) business days of the date the Owner's Representative becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Owner's Representative shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Owner's Representative, 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 Owner's Representative. The furnishing of notice by the Contractor shall not relieve the Owner's Representative of any contractual obligation to provide any required coverage.

5.4.4.2 The certificates and the insurance policies required by this Section 5.4.1 shall contain a provision stating that coverages afforded under the policies will not be canceled for any reason, other than nonpayment of premium, or reduced or restricted due to a material change in coverage, until at least 30 days' prior written notice of such cancellation or material change has been given to the Owner.

5.4.4.3 An additional certificate, policy and endorsement evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the Owner's Representative's final Invoice, and thereafter upon renewal or replacement of such coverage until the expiration of the time period(s) required by the terms of this Agreement. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Owner's Representative with reasonable promptness.

5.4.5 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives or agents and shall seek no contribution from any insurance available to Owner. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. A copy of such endorsement or endorsements shall be provided to the Owner at the same time as the Insurance Certificates required above.

5.4.6 **Additional Insured Obligations.** The Owner's Representative shall cause naming Owner, its officers, employees, representatives and agents, to be named as an additional insured on the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional coverage and shall be subject to the Owner's reasonable approval.

5.4.7 Owner's Representative shall furnish to Owner insurance certificates and endorsements upon request at any time during the applicable statute of limitations. If Owner's Representative neglects or refuses to provide any insurance required herein, or if any insurance is canceled, and not replaced, Owner may, but shall not be obligated to, procure such insurance at Owner's Representative's expense or may treat such failure as a default under this Contract.

5.4.8 Insurance provided pursuant to this Section shall be considered a part of the Owner's Representative's basic services and shall not be a Reimbursable Expense under this Agreement.

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

5.4.10 The Owner's Representative failure to comply with any of these provisions is a breach of contract by the Owner's Representative that entitles the Owner to declare the contract void if the Owner's Representative does not remedy the breach within ten days after receipt of notice of breach from the Owner.

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

5.4.12 The Owner's Representative Commercial General Liability policy under this Section 5.4 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity provided in this Contract, arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

5.4.13 Disclosure of Deductibles. The Owner's Representative shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Owner's Representative. If the insurance is written with stipulated amounts deductible under the terms of the policy, the Owner's Representative 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 Owner's Representative to maintain such insurance and to so notify the Owner, then the Owner's Representative shall bear all reasonable costs properly attributable thereto.

5.5. Indemnification.

5.5.1. TO THE FULLEST EXTENT PERMITTED BY LAW, THE OWNER'S REPRESENTATIVE WAIVES AND RELEASES ALL CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, THE OWNER'S CONSULTANTS, THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND THE 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, INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE OWNER'S REPRESENTATIVE, A SUBCONTRACTOR, SUBCONSULTANT 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 THE OWNER, OWNER'S TRUSTEES, OWNER'S CONSULTANTS, THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS, OR THE AGENTS OR EMPLOYEES OF ANY OF THEM, WHERE THAT NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE. IN SUCH EVENT, WHERE THE NEGLIGENCE OF OWNER, THE ARCHITECT OR THE NEGLIGENCE OF ANY OTHER PARTY INDEMNIFIED HEREUNDER, IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE, OWNER'S REPRESENTATIVE'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE ARE ALL PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 5.5.

5.5.2. IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 5.5 BY AN EMPLOYEE OF THE OWNER'S REPRESENTATIVE, A SUBCONTRACTOR, SUBCONSULTANT, 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 OWNER'S REPRESENTATIVE OR A SUBCONTRACTOR OR SUBCONSULTANT UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

5.5.3 The 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 Owner's Representative is to comply with said statutes in performance of the Work by Owner's Representative and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Owner's Representative.

5.5.4 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 5.5, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

5.5.5 The provisions of Article 5.5 in its entirety shall survive the completion, termination or expiration of this Agreement.

5.5.6 Each agreement between Owner's Representative and its subcontractors shall include provisions requiring Owner's Representative's subcontractors and subconsultants to the fullest extent allowed by law, to indemnify, defend (with counsel reasonably acceptable to Owner), and hold harmless Owner and the Owner's Representative from and against all injuries, loss, causes of action, claims, liability, damages or judgments, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of negligent acts and/or errors and/or omissions of Owner's Representative's subcontractor's performance of the Work.

5.5.7 Owner shall endeavor to cause each contractor engaged directly by Owner for construction of any Capital Improvement Project, to agree to defend, indemnify and exonerate the Owner's Representative (and its agents and employees) as to and from all liability, claims, action, causes of action, lawsuits and demands (including all judgments and settlements made at arm's length and all attorney's fees and litigation expense connected therewith) for personal injury, death, (including personal injury or death of the contractor's own employees) and/or property damage arising out of any act or omissions, work or operation performed by, for, and on behalf of the contractors. The foregoing covenant and agreement shall include all such liabilities, claims, lawsuits and demands where it is charged, alleged or proven that the contractor (or its agents or employees) was in any way at fault in causing or contributing to such injury, death or property damage. The liability insurance policies of the contractors shall each contain contractual insurance coverage so as to protect the contractors and in turn the Owner's Representative as to the covenant contained in this Section 5.5.7. The Owner's Representative shall be named as an additional insured in the general liability, automobile and excess liability insurance policies provided by the contractors in connection with the Project.

5.6. Audit and Retention of Books and Records.

5.6.1. Owner's Representative shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner.

5.6.2. Owner and/or its accountants, auditors, and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce ("Audit") all of the Owner's Representative's information, materials, records or data relating to this Project, including but not limited to, accounting records, estimating Work sheets, correspondence, change order files (including documentation covering negotiated settlements), back charge logs and supporting documentation, drawings, receipts, purchase orders, vouchers,

memoranda, subscriptions recordings, computerized information, drawings, agreements, and other information, materials, records or data relating to this Project ("Records").

5.6.3. Owner's Representative shall preserve the Records for a period of 12 years after final payment or for such longer period as required by law, provided, however, that if a Dispute is asserted during said 12-year period, the Owner's Representative shall retain all such Records until the Dispute has been resolved.

5.6.4. Owner's Representative shall require all payees to comply with the provisions of this Article by insertion of the requirements hereof in a written agreement between the Owner's Representative and the payee.

5.6.5. Owner and its accountants, auditors and agents shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article, and Owner and its accountants, auditors and agents agree to perform all of their work in that space and not elsewhere in the Owner's Representative's offices, to not interact with the Owner's Representative's employees, and to not otherwise unreasonably interfere or disrupt the work of the Owner's Representative's employees.

5.7. Proprietary Interests And Confidential Information

5.7.1. Owner's Representative shall not use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Owner's Representative shall not have any authority to advertise or claim that Owner endorses Owner's Representative's services, without Owner's prior written consent.

5.7.2. Owner's Representative acknowledges and agrees that any Confidential Information disclosed to it, its subcontractors or other representatives pursuant to this Agreement shall be used only for the purposes contemplated in this Agreement, shall be kept confidential and in conformance with all state and federal laws relating to data privacy, and shall remain the Owner's property. The term "Confidential Information" means all Owner knowledge, information, data, materials and trade secrets gained, obtained, derived, produced, generated or otherwise acquired by the Owner's Representative and its agents, employees, contractors and consultants with respect to the Project. "Confidential Information" shall not include any information: (1) that is or becomes publicly available without a breach of this Agreement, or (2) that Owner's Representative can show (by contemporaneous written records) that Owner's Representative had it in its possession before beginning the Project and before disclosure by Owner. Owner's Representative agrees that the Confidential Information constitutes valuable trade secrets of the Owner and that money damages cannot fully remedy any breach of this Section. Owner's Representative agrees that the Owner may obtain an injunction to prevent or enjoin any breach of the obligations of this Section. Owner's Representative and its employees, agents, contractors and consultants shall not make or otherwise disseminate any public announcement or press release with respect to the Project without the Owner's prior written approval.

5.7.3. The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

5.7.4 Within fifteen (15) days of the completion or earlier termination of this Agreement, or upon earlier Owner's Representative, upon the request of Owner, shall destroy all copies of such Owner provided data, documents, or information in Owner's Representative's possession or control, and provide Owner with proof of such destruction.

5.8. Ownership of Works, Intellectual Property Rights.

5.8.1. The term "Works" includes creative writings, research data and reports, writings, sound recordings, pictorial reproductions, drawings, film and video recordings, and other graphical representations, software, business methods, inventions, improvements, and discoveries, and works of any similar nature (whether or not eligible for copyright, trademark, patent or other proprietary rights), which are to be prepared for Owner and delivered under this Agreement. Ownership of the Works and all copyrights, trademarks, patents and other proprietary rights in the Works shall be owned exclusively by Owner. Owner's Representative agrees that all copyrightable Works shall be considered a "work made for hire" and that Owner is the author of and owns all rights in and to the Works, and agrees that if the Works may not be considered a work made for hire under 17 U.S.C., Sections 101 and 201(b), Owner's Representative shall without further compensation, assign all rights Owner's Representative may have in the Works to Owner. Owner's Representative waives any and all statutory moral rights in the Works which Owner's Representative may have arising under 17 U.S.C. 1006(a), as well as any rights arising under any other federal, state, or foreign law that conveys any other type of moral right. Owner's Representative shall, without further compensation, disclose information to Owner and execute such documents as may be reasonably necessary to assist Owner in securing and enforcing rights in the Works and related proprietary rights.

5.8.2. Owner shall be the owner of and have all common law, statutory, and other reserved rights in all representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Owner's Representative and the Owner's Representative's consultants under their respective professional services agreements, including, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials (the "Instruments of Service"). Owner's Representative shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights. Owner's Representative is authorized to use and reproduce the Instruments of Service provided to it 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. Owner's Representative may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner, which the Owner may withhold in its sole discretion.

5.9. **Warranty.** Owner's Representative expressly represents, warrants and guarantees that (a) it (i) shall comply with all applicable Laws; and (ii) is not currently debarred or suspended by any federal agency from doing business with the federal government, and Owner's Representative shall notify Owner if it becomes debarred or suspended during the Term; and (b) all services and goods (if any) provided under this Agreement: (i) are fit for the particular needs and purposes of Owner as may be communicated to Owner's Representative; (ii) comply with the highest warranties and representations expressed by Owner's Representative orally or in any written advertisement, correspondence, or other document provided to or in the possession of Owner; (iii) comply with all applicable Laws; (iv) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Owner's Representative agrees to correct all defects and nonconformities at Owner's Representative's sole expense, to be liable for all direct damages suffered by Owner and to defend, indemnify, and hold harmless Owner from any claim asserted by any person resulting in whole or

in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by Owner.

5.10. **Conflict of Interest.** Owner's Representative affirms that, to the best of its knowledge, no actual or potential conflict exists between Owner's Representative's family, business or financial interests and its services under this Agreement, and that it shall raise with Owner any questions regarding possible conflict of interest that may arise. Owner's Representative further affirms that it shall not hire any officer or employee of Owner to perform any service covered by this Agreement. If the Work is to be performed in connection with a federal contract or grant, Owner's Representative shall not hire any employee of the United States Government to perform any service set forth herein.

5.11. **Taxes.**

5.11.1 The Owner's Representative shall not include in the in its pricing or invoicing, 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. **OWNER'S REPRESENTATIVE HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF OWNER'S REPRESENTATIVE OR ANY SUBCONTRACTOR OR SUBCONSULTANT TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.**

5.11.2 Upon execution of this Agreement, Owner's Representative will provide to Owner a signed W-9.

5.12. **Use of Owner Name or Logo.** Owner's Representative agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with Owner or the name of any representative of Owner in any sales promotion work or advertising, or any form of publicity, without Owner's written permission in each instance.

5.13. **Independent Contractor.** OWNER'S REPRESENTATIVE SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF OWNER. NEITHER OWNER'S REPRESENTATIVE NOR ANY AGENT OR EMPLOYEE OF OWNER'S REPRESENTATIVE SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF OWNER. OWNER'S REPRESENTATIVE SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX ON ANY MONIES PAID PURSUANT TO THIS AGREEMENT. OWNER'S REPRESENTATIVE ACKNOWLEDGES THAT OWNER'S REPRESENTATIVE AND ITS EMPLOYEES ARE NOT ENTITLED TO TAX WITHHOLDING, WORKER'S COMPENSATION, UNEMPLOYMENT COMPENSATION, OR ANY EMPLOYEE BENEFITS, STATUTORY OR OTHERWISE. OWNER'S REPRESENTATIVE SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND OWNER TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. OWNER'S REPRESENTATIVE SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF OWNER'S REPRESENTATIVE, ITS EMPLOYEES, AND AGENTS.

5.14. **Notices.** Any notice provided for in or permitted under this Agreement shall be made in writing, and may be given or served by (i) delivering the same in person or by e-mail or facsimile transmission to the party to be notified, or (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party to be notified at the address herein specified, or (iii) by depositing same with a reputable overnight courier service. If notice is deposited in the United States mail pursuant to clause (ii) of this Section, it will be effective from and after the day it is received by the addressee or receipt thereof is refused by the addressee, unless such day is not a business day, and then it shall be deemed received on the next business day. Notice given in any other manner shall be effective only if and when received by the party to be notified unless the day it is received is not

a business day, and then it shall be deemed received on the next business day. For the purpose of notice, the address of the party shall be, until changed as hereinafter provided for, as follows:

If to Owner:
MANOR INDEPENDENT SCHOOL DISTRICT Attn: Superintendent 10335 Highway 290 East, Manor, Texas 78653 Phone: (512) 278-4002 Facsimile: (512) 278-4017 E-mail: andre.spencer@manorisd.net
If to Owner's Representative:
Hoar Program Management, LLC Attn: Greg Ellis 2 Metroplex Drive, Suite 300 Birmingham, AL 35209 Phone: (205) 423-3599 Facsimile: (205) 423-2323 Email: gellis@hpmleadership.com

or to such other address as the Owner may specify in a written notice to the Owner's Representative or the Owner's Representative may specify in a written notice to the Owner in accordance with this Section. Each party shall have the right from time to time and at any time to change its respective address and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other party. Each party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that no party shall have the right to designate more than three (3) such additional parties.

5.15. **Non-Waiver.** No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

5.16. **Assignment.**

5.16.1 Owner's Representative may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer or any other means, without the prior written consent of Owner. Architectural and Engineering services required by law to be performed by a licensed engineer or architect, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the District. Any other services to be performed under this Agreement may be subcontracted upon the written approval of District's representative. As a condition of consent, if same is given, Owner's Representative shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Owner's Representative, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by District in accordance with this Article. The following individuals or entities have been approved by the Owner for subcontracting by the Owner's Representative at the time of execution of this Agreement:

5.16.2. Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Owner's Representative assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, Owner may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Owner's Representative shall thereupon cease and terminate, notwithstanding any other remedy available to Owner under this Agreement. The violation of this provision by Owner's Representative shall in no event release Owner's Representative from any obligation under the terms of this Agreement, nor shall it relieve or release Owner's Representative from the payment of any damages to District, which District sustains as a result of such violation.

5.16.3. Owner's Representative agrees to notify Owner's representative of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to Owner under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement agrees to notify Owner's representative of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to Owner under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement

5.17. **Severability.** If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

5.18. **Survivability.** The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

5.19. **Force Majeure.** In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

5.20 **No Third Party Beneficiaries.** For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with Owner or Owner's Representative or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Owner or Owner's Representative.

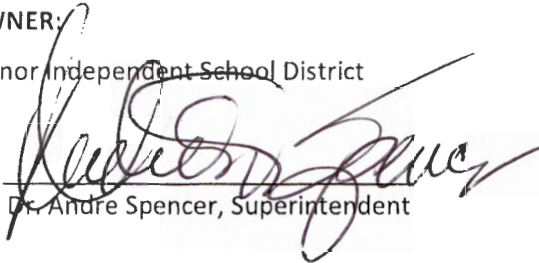
5.21. **Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. A facsimile signature will constitute an original and binding signature of a party.

5.22. **Limitation of Liability.** Notwithstanding anything else in this Agreement to the contrary, including all attachments, the liability of Owner's Representative on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Agreement or the Scope of Services performed shall be limited to the lump sum compensation amount specified in Exhibit D to this Agreement. The provisions of this limitation of liability shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise and shall survive termination or expiration of the Agreement.

This Agreement is entered into as of the Effective Date.

OWNER:

Manor Independent School District

By: 
Dr. Andre Spencer, Superintendent

Date: 7/26/21

OWNER'S REPRESENTATIVE:

By: 
Mr. Greg Ellis

Date: 7/21/2021

Vice President, Program Development for HPM

EXHIBIT A
TO AGREEMENT BETWEEN OWNER AND OWNER'S REPRESENTATIVE

Capital Improvement Projects

Project	Est. Budget	Method
Growth Project Proposals		
New Early College Facility at MHS	\$27,000,000	CMAR
New Performing Arts Center	\$35,000,000	CMAR
New Baseball/Softball complex at MSHS	\$8,500,000	CSP
New Practice Gym at MSHS	\$5,000,000	CSP
New Practice Facility at MSHS	\$8,500,000	CSP
New Practice Facility at MNTHS	\$8,500,000	CSP
New Elementary School (duplicate Lagos)	\$21,000,000	CMAR
K-8 Campus	\$43,000,000	CMAR
Transportation Project Proposals		
New Transportation Facility (To Serve 150 buses)	\$18,000,000	CMAR

EXHIBIT B
TO AGREEMENT BETWEEN OWNER AND OWNER'S REPRESENTATIVE

SCOPE OF WORK

During the Term of this Agreement Owner's Representative shall provide the following services:

1. GENERAL

1.1 Maintain an organized filing system for all Project documents and records. At Project completion, Owner's Representative shall certify that all Project documents and records have been delivered, either electronically or in hard copy.

1.2 Schedule, attend, conduct, record, and assist the Architect at all Project meetings (including without limitation meetings with the Architect, Contractor, Consultants, or Owner's Board of Trustees). Owner's Representative shall direct the Architect or Contractor to prepare meeting minutes if the Architect or Contractor is contractually required to do so. In the absence of meeting minutes prepared by others, Owner's Representative will provide Owner with minutes from such meetings prepared by Owner's Representative. Owner's Representative shall review for accuracy the minutes of such meetings prepared by either the Architect, Contractor, or others. Owner's Representative shall clarify, amend and report any discrepancies affecting the Project.

1.3 Furnish to the Owner reports on a schedule agreed upon by the Owner and Owner's Representative containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a report of potential savings on CMAR Projects; (d) a comparison of the Project schedule to the work actually completed through the date of the report; (e) any revision to the Project schedule or Project budget made during the period covered by the report; (f) a summary of change orders made during the period covered by the report; (g) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (h) the status of any governmental requirements and activities required to facilitate approval of the Project; and (i) any other reports concerning the Project as Owner may reasonably request.

1.4 Provide monthly Project accounting services related to reviewing, certifying, and forwarding to Owner for payment the invoices from the Architect, Contractor CMAR and other consultants, including review and critical evaluation of applications for payment by the Contractor and CMAR for each Project (including back-up documentation provided by CMAR); obtain from CMAR any documentation required by the CMAR Contract, if not submitted as required; review and certify certificates for payment issued by Architect and make written recommendations to Owner concerning payment. Owner's Representative's certification for payment shall constitute a representation to the Owner that, based upon the Owner's Representative's evaluation of the Work covered by the Application, and in the case of the CMAR the documentation of costs provided, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents and in the case of the CMAR, the Payment Application correctly calculates the amounts due based on the Contract terms. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. Owner's Representative and Owner shall cooperate with one another to develop an orderly procedure for review and payment of Project costs and expenses, including fees for the Architect and Consultants.

1.5 Be available for questions and follow up by telephone or site meetings with Owner.

1.6 Become familiar with, and provide its services are consistent with all applicable Laws, Regulations, Ordinances and the requirements of easements, licenses, and other pertinent agreements to the extent the foregoing are made known to Owner's Representative.

1.7. Provide leadership to the Project Team on all matters relating to the planning, design, governmental approvals, construction, and other activities necessary to complete the Project. Owner shall select, hire and pay the Project Team with the consultation and advice of the Owner's Representative.

2. PRE-DEVELOPMENT PHASE SERVICES

2.1 To the extent items below are not already completed on the Effective Date of this Agreement, Owner's Representative shall (1) coordinate the preparation by the Architect of a description of the program for each Project within the Scope, including room uses, sizes and adjacency requirements, in accordance with Owner's goals and objectives (the "Project Program"), (2) prepare and submit to Owner a preliminary estimated schedule for completion of the design and construction of the Project, including, without limitation, the various major activities to be undertaken in connection with the Project and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the Term (the "Project Schedule"); (3) assist Owner in establishing a Project budget for each Project based on a preliminary estimate of Project costs, including without limitation Owner's internal soft costs and construction costs, which Owner's Representative shall update from time to time with increased detail as the design of the Project progresses (the "Project Budget"); and (4) manage the Project Schedule and Project Budget to maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction. (5) review CMAR and Architect's Schedules and Cost Estimates (including updates) and critically evaluate the accuracy thereof in comparison with the Owner's Representative's current Schedule and reconcile for an agreed Master Schedule.

2.2 Advise Owner regarding and assist with, predevelopment activities, including but not limited to obtaining and evaluating any necessary soil reports and studies and determining the need for any site soil corrections; obtaining and evaluating survey, topographical survey, schematic designs and elevations for the Project; and reviewing the need for any property rights or other actions related to underground utilities, access, encroachments or other development limitations disclosed in the survey. Owner's Representative shall advise and assist the Owner in all activities necessary to obtain any and all property or rights-of-way necessary for development of the Project or the provision of adequate utility services and access thereto.

2.3 Coordinate and assure attorney review of contracts between Owner and Consultants hired directly by the Owner, prior to execution by the Owner.

2.4 Coordinate any required environmental review of the Project, and advise and assist Owner in obtaining all environmental permits or approvals required for the Project, if any.

2.5 Coordinate with Owner in identifying any governmental and quasi-governmental authorities having jurisdiction over the Project, as well as any other organizations that may have an interest in the Project; assist the Architect in obtaining permits for the Project; coordinate with the various municipal and other governmental agencies having permit responsibilities for the Project; represent the Owner at meetings of the applicable governmental units; recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project; coordinate with the Contractor the obtaining of necessary building permits or other necessary construction approvals for the Project; and advise the Owner as to any material issues noted by the Architect.

2.6 Schedule and attend regular meetings with the Architect related to the development of the design.

2.7 Coordinate with the Contractor or CMAR and provide recommendations to the Owner and Architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule.

2.8 Review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are completed by the Architect, and coordinate their review by the CMAR, if any.

2.9 Assist the Owner in the evaluation and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project Budget and Schedule, provided the Owner's Representative shall not assume any of the Architect's responsibilities for design or any of the Contractor's/CMAR's responsibilities for construction means, methods or costs.

2.10 Upon approval by Owner of design development plans and specifications, Owner's Representative shall (a) lead the process on behalf of the Owner in reviewing and coordinating the preparation by the Architect and other Project consultants of the Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the Project Program, Budget or Schedule; or (ii) cause the Project to deviate from the approved drawings or requirements of Owner.

2.11. Owner's Representative shall (i) prepare and update cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project (the "Project Costs Estimate"). The Project Costs Estimate shall include separate line items for each cost category included in the Project cost, with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems. In addition, Owner's Representative shall:

2.11.1. Revise such Project Costs Estimate from time to time as the design of the Project is finalized, the working drawings are prepared and provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then-current Project Budget.

2.11.3. In consultation with the Architect and Contractor, provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. Owner's Representative shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.

2.11.4. Recommend modifications to the Project design, Project Budget, Project Schedule and Project Program to reconcile each with the others, for final decision by Owner;

2.11.5. Assist Owner in setting a final Project Budget, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by Owner

2.12. Act as Owner's representative in coordinating and assisting the Architect in the preparation of bid documents, which shall consist of, among other things, the working drawings.

2.13 Act as Owner's representative in coordinating and assisting the Owner's attorney in preparation of proposed form of construction contracts and requests for proposals, and manage the award of contracts in accordance with Owner's requirements.

2.14. Review, on behalf of Owner, the division of the Project construction work into major trades for the bidding of the work. If any portions of the work are to be separated into separate bid sections, Owner's Representative shall review the working drawings and make recommendations to the Architect to (i) coordinate the work of the separate bid portions, (ii) allocate the work to the separate bid portions, (iii) attempt to minimize jurisdictional disputes, (iv) provide the proper coordination for phased construction, and (v) advise Owner with respect to whether major portions of the work should be bid as separate prime contracts.

2.15. Assist the Architect and/or CMAR in conducting pre-proposal conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

2.16. Serve as non-voting member of the Evaluation Team for the Projects, review proposals, prepare analyses and make recommendations to Evaluation Team regarding areas within its expertise.

2.17. Review the CMAR's proposed division of the Project construction work into major trades for the bidding. If any portions of the work should be more logically combined or separated into separate bid sections in order to avoid non-competitive bidding favoring self-performance by the CMAR, Owner's Representative shall, in consultation with the Owner discuss revision of GMP Proposal and/or bidding plan to alleviate such issues.

2.18. Review and critically evaluate GMP Proposal, on behalf of Owner and make recommendations regarding revisions or approve for submission to the Board of Trustees, including the following:

2.18.1 Review line item costs for "Miscellaneous" costs not appropriately allocated to General Conditions or Cost of the Work, as defined by the CMAR Contract;

2.18.2 Review line item costs for items not appropriately allocated to General Conditions or Cost of the Work, as defined by the CMAR Contract;

2.18.3 Review methodology and calculation of GMP and markups to assure that they comply with the Contract Terms;

2.18.4 Review and provide recommendations to Owner, if any, regarding CMAR's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to same.

2.19. Assist the Owner in conducting post-ranking negotiation of the Project construction contract with either Contractor or CMAR and advise Owner regarding the negotiation of business terms of each Project construction contract and if terms required by Contractor/CMAR are unreasonable, and/or make recommendations regarding the need to cut off negotiations with the immediate proposer and move to the next.

2.20. Make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.

2.21. After Owner awards each Project construction contract and before the Contractor (or CMAR) commences work on the site, Owner's Representative shall assist Owner in the review and coordination of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist, as necessary, in obtaining necessary government approvals required to implement such traffic plans.

3. CONSTRUCTION PHASE SERVICES

3.1. Owner's Representative shall represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the

Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review, advise the Owner concerning, and approve change orders, submittals, and requests for information.

3.2. Owner's Representative shall (i) assist and review the processing of change orders, (ii) advise Owner concerning the necessity for, scope of and recommended cost of change orders, and (iii) negotiate, on Owner's behalf, all change orders with Contractor. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.

3.3. Owner's Representative shall coordinate negotiations among the Project Team, and as applicable, the utility companies, local municipalities, and others concerning the installation of electric, sewer, water, gas, and telephone (but not internal telephone, security or data wiring or connections) facilities required for the Project, on a schedule consistent with the Project Schedule.

3.4. Assist with coordination of the Architect's review and approval of shop drawings, product data and other submittals by Contractor, as necessary.

3.5. In conjunction with the Contractor (or CMAR) who has prime contractual responsibility, the Owner's Representative shall additionally review and advise the Owner concerning the adequacy of the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules in relation to the Project Schedule.

3.6. Cause Contractor (or CMAR), as required by the Construction Contract, to maintain a daily log containing the number of workers, equipment, work accomplished, problems encountered and other relevant data as the Owner may require.

3.7. Notify Owner if Owner's Representative becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Owner's Representative shall review any and all test reports and notify the Owner, the Architect and the Contractor, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default shall make recommendations to Owner with respect thereto. With the written authorization of Owner, Owner's Representative shall reject work which does not conform to the requirements of the applicable Contract Documents.

3.8. Although Owner's Representative cannot not guarantee the performance by Contractor, Owner's Representative shall recommend courses of action to the Owner when Owner or Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.

3.9. Advise the Owner concerning the purchase of building materials by the Contractor.

3.10. Attend on-site review of the Project to confirm substantial and final completion of the construction of the Project, and notify Owner when Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

3.11. Coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion, as defined by the AIA Document A210-2017 General Conditions of the Contract for Construction, as modified by the Owner. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. Owner's Representative

will consult with Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate; assure that transfer of insurance coverage to Owner maintains coverage of the Project without interruption.

3.12. Owner's Representative shall confirm with the Architect that the Contractor has obtained from the Contractor (or CMAR) "as-built" drawings and any other warranties and documentation required by Construction Contract, as a condition precedent to Final Completion of each Project.

3.13. Together with the Architect and Owner, monitor and observe the testing and start-up of all utilities, systems and equipment for each Project; and coordinate with TAB Consultant as necessary to assure deviations noted have been corrected.

3.14. Confirm with Architect all requirements for final close-out of the Project and conditions-precedent to Final Payment have been met, and provide assistance as necessary to assure that all requirements for final close-out of the Project have been met including but not limited to (i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project, (iv) confirming with the Architect that the Contractor has obtained from the Contractor (or CMAR) "as-built" drawings, (v) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractors and the Architect, (vi) collecting and/or otherwise resolving any and all backcharge claims that Owner may assert against any Architect or Contractors, including assistance with any legal proceedings instituted by Owner and/or any Architect or Contractor, and/or (vii) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

3.15. Coordinate the purchase and installation of Owner-Furnished-Owner-Installed and Owner-Furnished-Contractor-Installed furniture, fixtures and equipment, if any.

3.16. Assist the Owner with the selection of the mover and coordinate all occupant relocations into the Project space, if requested by Owner.

3.17. Assist the Owner with the selection of the TAB Consultant and/or Commissioning agent and coordinate and administer the Project TAB process and Project Commissioning process, if required on the specific Project.

3.18. Critically review final payment application of CMAR for each project and make an independent evaluation of the appropriate project savings to be credited to the Owner as a deductive Change Order; negotiate appropriate savings disputes on behalf of the Owner, if any is required; review any final deductive Change Order for accuracy and completeness.

4. SECURITY/SAFETY.

While performing the Work, the Owner's Representative shall promptly inform the Owner if the Owner's Representative becomes aware of any security concerns and/or unsafe conditions.

EXHIBIT C
TO AGREEMENT BETWEEN OWNER AND OWNER'S REPRESENTATIVE

OWNER REPRESENTATIVE'S TEAM

The Owner Representative's Team include the following (see **Exhibit G** Matrix for specific assignments).

Name: Greg Ellis
Title: Vice President
Direct Phone: 205.601.0650 (mobile)
Email: Greg Ellis <gellis@hpmleadership.com>

Name: Derek McSween
Title: Senior Program Development Manager
Direct Phone: 205.612.9354 (mobile)
Email: dmcsween@hpmleadership.com

Name: Ben Henson
Title: Regional Operations Manager
Direct Phone: 205.337.3456 (mobile)
Email: bhenson@hpmleadership.com

Name: Pierre Archaud
Title: Project Manager
Direct Phone: 205.796.8797 (mobile)
Email: parchaud@hpmleadership.com

Name: Andrew Betts
Title: Senior Program Manager
Direct Phone: 251.234.0890 (mobile)
Email: abetts@hpmleadership.com

Name: Weldon Morgan
Title: Field Project Manager
Direct Phone: 205.500.9006 (mobile)
Email: wmorgan@hpmleadership.com

EXHIBIT D
TO AGREEMENT BETWEEN OWNER AND OWNER'S REPRESENTATIVE

OWNER'S REPRESENTATIVE COMPENSATION

Subject to adjustment made by written amendment, Owner's total obligation to Owner's Representative under this Agreement shall be paid as follows:

- Owner shall pay Owner's Representative for the Work a stipulated lump sum amount of \$4,780,636.

EXHIBIT E

Exhibit E - Clarifications & Assumptions

HPM Cost Proposal – Manor ISD

- 1) This proposal considers full Owner’s Representative services, as outlined in Exhibit B of this Agreement:
 1. New Early College Facility at MHS
 2. New Performing Arts Center
 3. New Elementary School (duplicate Lagos)
 4. K-8 Campus
- 2) This proposal considers project controls services, only as indicated in the attached Scope of Services Matrix (Exhibit F), for the following (5) projects. All other services for these projects shall be provided by Manor ISD staffing. It is assumed that Manor ISD shall provide access to all necessary information, required to perform these services.
 1. New Baseball/Softball complex at MSHS
 2. New Practice Gym at MSHS
 3. New Practice Facility at MSHS
 4. New Practice Facility at MNTHS
 5. New Transportation Facility (To Serve 150 buses)
- 3) Each of the (9) projects above are considered to be a single-prime environment, with one design team and one CMAR or General Contractor. The assumed number of work packages/contracts for each of the above (9) projects is as follows (per project):
 - Geotech – x1
 - Design/ AE Firm – x1
 - CMAR/General Contractor – x1
 - FF&E – x1
 - Construction Materials Testing – x1
 - Commissioning Agent – x1
 - Moving Company – x1
- 4) Proposal and associated services do not extend beyond August 31, 2024. Any services beyond August 31, 2024 are not included with this proposal.
- 5) Design Management does not include peer reviews by licensed design professionals.
- 6) Permit expediting consultant fees are not included in this proposal.
- 7) Post Construction Audit services not included in this proposal.
- 8) Online/cloud-based construction management system, with dashboards to be provided.
 - *Integration of this with District financial or reporting system(s) not included in this proposal.
- 9) This proposal assumes that adequate office space will be provided for the HPM team at Manor ISD (up to 7 persons). This shall include the following:
 - Office & Conference space
 - Utilities (including internet)
 - Printing capabilities
 - District specific equipment required for access to internal system (if required)
- 10) Ability of HPM to perform the scope of services outlined in the RFP is in consideration of the ability for HPM to develop and implement, alongside Manor ISD, General and Special conditions for each Contractor, Design-Builder, and Consultant.

- 11) Only local travel is included with this proposal (50-mile radius of Manor, TX). Any non-local travel must be approved in writing by an authorized representative for Manor ISD. Manor ISD is not responsible for any travel or moving expenses of HPM for staff assigned to work in Manor ISD for an extended period of time.
- 12) Proposal assumes that Manor ISD will solicit and hire a Project Manager (PM#2) for support of the HPM team, with respect to the New Elementary School (duplicate Lagos) project, at least (60) calendar days prior to the start of the project, as shown on the attached Staffing Matrix (Exhibit G).

Add Alternate #1: Project Manager #2:

PM#2, as indicated on the attached Staffing Matrix (Exhibit G), is to be provided by Manor ISD. HPM will support MISD in the selection, hiring, and training of this project manager, so as to support the HPM team on the New Elementary School (duplicate Lagos) project. If a MISD employee is not onboarded at least (60) days prior to the PM#2 start date, or if it is specifically requested by the district, HPM shall provide a dedicated Project Manager for support of this role. The value of this Add Alternate is a lump sum of \$409,639.

*If a Manor ISD project manager is not selected, and this Add Alternate is not activated, all of HPMs project management responsibilities related to the New Elementary School (duplicate Lagos) project shall be alleviated immediately.

Owner's Representative - Scope of Services Matrix

Exhibit F

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MMS	New Performing Arts Center	New Elementary School (Multiple Sites)	K-8 Campus	New Baseball/Softball Complex at MSHS	New Practice Gym at MSHS	New Practice Facility at MSHS	New Practice Facility at MHTS	New Transportation Facility (To Serve LSO buses)
1. GENERAL										
1.1	Maintain an organized filing system for all Project documents and records. At Project completion, Owner's Representative shall certify that all Project documents and records have been delivered, either electronically or in hard copy.	X	X	X	X	X	X	X	X	X
1.2	Schedule, attend, conduct, record, and advise the Architect of all Project meetings (including without limitation meetings with the Architect, Contractor, Consultants, or Owner's Board of Trustees). Owner's Representative shall direct the Architect or Contractor to prepare meeting minutes (if the Architect or Contractor is contractually required to do so).	X	X	X	X					
1.2	In the absence of meeting minutes prepared by others, Owner's Representative will provide Owner with minutes from such meetings prepared by Owner's Representative.	X	X	X	X					
1.2	Owner's Representative shall review for accuracy the minutes of such meetings prepared by either the Architect, Contractor, or others. Owner's Representative shall clarify, amend and report any discrepancies affecting the Project.	X	X	X	X					
1.3	Furnish to the Owner reports on a schedule agreed upon by the Owner and Owner's Representative containing: (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a report of potential savings on CMAR Projects; (d) a comparison of the Project schedule to the work actually completed through the date of the report; (e) any revision to the Project schedule or Project budget made during the period covered by the report; (f) a summary of change orders made during the period covered by the report; (g) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (h) the status of any governmental requirements and actions required to facilitate approval of the Project; (i) any other reports concerning the Project as Owner may reasonably request.	X	X	X	X	X	X	X	X	X
1.4	Provide monthly Project accounting services related to reviewing, certifying, and forwarding to Owner for payment the invoices from the Architect, Contractor, CMAR and other consultants, including review and critical evaluation of applications for payment by the Contractor and CMAR for each Project (including back-up documentation provided by CMAR); obtain from CMAR any documentation required by the CMAR Contract, if not submitted as required; review and certify certificates for payment issued by Architect and make written recommendations to Owner concerning payment. Owner's Representative's certification for payment shall constitute a representation to the Owner that, based upon the Owner's Representative's evaluation of the Work covered by the Application, and in the case of the CMAR the documentation efforts provided, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents and in the case of the CMAR, the Payment Application correctly calculates the amounts due based on the Contract terms. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. Owner's Representative and Owner shall cooperate with one another to develop an orderly procedure for review and payment of Project costs and expenses, including fees for the Architect and Consultants.	X	X	X	X					
1.5	Be available for questions and follow-up by telephone or via meetings with Owner.	X	X	X	X					
1.6	Become familiar with, and provide its services consistent with all applicable Laws, Regulations, Ordinances and the requirements of agreements, licenses and other pertinent agreements in the extent the foregoing are made known to Owner's Representative.	X	X	X	X					
1.7	Provide leadership to the Project Team on all matters relating to the planning, design, governmental approvals, construction, and other activities necessary to complete the Project. Owner shall select, hire and pay the Project Team with the consultation and advice of the Owner's Representative.	X	X	X	X					
2. PREDEVELOPMENT PHASE SERVICES										
2.1	To the extent items below are not already complete on the Effective Date of this Agreement, Owner's Representative shall: (1) coordinate the preparation by the Architect of a description of the program for each Project within the Scope, including room uses, sizes and adjacency requirements, in accordance with Owner's goals and objectives (the "Project Program").	X	X	X	X					

Owner's Representative - Scope of Services Matrix

Exhibit F

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MHS	New Performing Arts Center	New Elementary School (duplicate Lages)	K-3 Campus	New Baseball Field at Community MHS	New Practice Gym at MHS	New Practice Facility at MHS	New Practice Facility at MHS	New Transportation Facility (To Serve LEO buses)
	(2) prepare and submit to Owner a preliminary estimated schedule for completion of the design and construction of the Project, including, without limitation, the various major activities to be undertaken in connection with the Project and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the Term (the "Project Schedule");	X	X	X	X					
	(3) assist Owner in establishing Project budget for each Project based on a preliminary estimate of Project costs, including without limitation Owner's internal soft costs and construction costs, which Owner's Representative shall update from time to time with increased detail as the design of the Project progresses (the "Project Budget");	X	X	X	X	X	X	X	X	X
	(4) manage the Project Schedule and Project Budget to maximum value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction;	X	X	X	X					
	(5) review CMAR and Architect's Schedule and Cost Estimates (including updates) and initially evaluate the accuracy thereof in comparison with the Owner's Representative's current Schedule and reconcile for an agreed Master Schedule.	X	X	X	X					
2.2	Advise Owner regarding and assist with, predevelopment activities, including but not limited to obtaining and evaluating the necessary soil reports and studies and determining the need for any site soil corrections;	X	X	X	X					
	conducting and evaluating, survey, topographical survey, schematic designs and elevations for the Project and reviewing the need for any property rights or other actions related to underground utilities, access, encroachment or other development conditions disclosed in the survey;	X	X	X	X					
	Owner's Representative shall advise and assist the Owner in all activities necessary to obtain any and all property or rights-of-way necessary for development of the Project or the provision of adequate utility services and access thereto;	X	X	X	X					
2.3	Coordinate and assure advance review of contracts between Owner and Consultants hired directly by the Owner, prior to execution by the Owner;	X	X	X	X					
2.4	Coordinate any required environmental review of the Project, and advise and assist Owner in obtaining all environmental permits or approvals required for the Project, if any;	X	X	X	X					
2.5	Coordinate with Owner in identifying any governmental and quasi-governmental authorities having jurisdiction over the Project, as well as any other organizations that may have an interest in the Project as well as any other organizations that may have an interest in the Project;	X	X	X	X					
	assist the Architect in obtaining permits for the Project, coordinate with the various municipal and other governmental agencies having permit responsibilities for the Project;	X	X	X	X					
	represent the Owner at meetings of the applicable governmental units;	X	X	X	X					
	recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project;	X	X	X	X					
	coordinate with the Contractor the obtaining of necessary building permits or other necessary construction approvals for the Project;	X	X	X	X					
	and advise the Owner as to any material issues noted by the Architect;	X	X	X	X					
2.6	Schedule and attend regular meetings with the Architect related to the development of the design;	X	X	X	X					
2.7	Coordinate with the Contractor or CMAR and provide recommendations to the Owner and Architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to cost, including costs of alternative design or materials in a manner consistent with the Project Program, Budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule;	X	X	X	X					
2.8	Review and comment on the drawings and specifications for the Project (the "Construction Documents"); as they are completed by the Architect, and coordinate their review by the CMAR, if any;	X	X	X	X					
2.9a	Advise the Owner of the availability and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project Budget and Schedule, provided the Owner's Representative shall not assume any of the Architect's responsibilities for design or any of the Contractor's responsibilities for construction means, methods or costs;	X	X	X	X					
2.10	Upon approval by Owner of design development plans and specifications, Owner's Representative shall (a) use the process on behalf of the Owner in reviewing and coordinating the preparation by the Architect and other Project consultants of the Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to: (i) adversely affect construction feasibility, the Project Program, Budget or Schedule; or (ii) cause the Project to deviate from the approved drawings or requirements of Owner;	X	X	X	X					

Owner's Representative - Scope of Services Matrix

Exhibit F

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MHS	New Performing Arts Center	New Elementary School (duplicate a Logo)	R-8 Campus	New Baseball/Softball complex at MSHS	New Practice Gym at MSHS	New Practice Facility at MSHS	New Practice Facility at MHTMS	New Transportation Facility (To Serve LSO buses)
2.11	Owner's Representative shall (i) prepare and update cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project (the "Project Costs Estimate"). The Project Costs Estimate shall include separate line items for each cost category included in the Project cost, with line items for anticipated contracts and subcontracts, and (ii) advise pricing for alternative building and engineering systems. In addition, Owner's Representative shall	X	X	X	X					
2.11.1	Review each Project Costs Estimate from time to time as the design of the Project is finalized, the working drawings are prepared and provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then-current Project Budget.	X	X	X	X					
2.11.2	Intentionally Omitted									
2.11.3	In consultation with the Architect and Contractor, provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. Owner's Representative shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.	X	X	X	X					
2.11.4	Recommend modifications to the Project design, Project Budget, Project Schedule and Project Program to reconcile each with the others, for final decision by Owner.	X	X	X	X					
2.11.5	Advise Owner in setting a final Project Budget, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by Owner.	X	X	X	X					
2.12	Act as Owner's representative in coordinating and assisting the Architect in the preparation of bid documents, which shall consist of, among other things, the working drawings.	X	X	X	X					
2.13	Act as Owner's representative in coordinating and assisting the Owner's attorney in preparation of proposed form of construction contracts and requests for proposals, and manage the award of contracts in accordance with Owner's requirements.	X	X	X	X					
2.14	Review, on behalf of Owner, the division of the Project construction work into major trades for the bidding of the work. If any portions of the work are to be separated into separate bid sections, Owner's Representative shall review the working drawings and make recommendations to the Architect to (i) coordinate the work of the separate bid portions, (ii) allocate the work to the separate bid portions, (iii) attempt to minimize jurisdictional disputes, (iv) provide the proper coordination for phased construction, and (v) advise Owner with respect to whether major portions of the work should be bid as separate prime contracts.	X	X	X	X					
2.15	Advise the Architect and/or CMAR in conducting pre-proposal conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.	X	X	X	X					
2.16	Serve as non-voting member of the Evaluation Team for the Project, review proposals, prepare analyses and make recommendations to Evaluation Team regarding areas within its expertise.	X	X	X	X					
2.17	Review the CMAR's proposed division of the Project construction work into major trades for the bidding. If any portions of the work should be more logically combined or separated into separate bid sections in order to avoid non-competitive bidding favoring self-performance by the CMAR, Owner's Representative shall, in consultation with the Owner discuss revision of GMP Proposal and/or bidding plan to alleviate such issues.	X	X	X	X					
2.18	Review and critically evaluate GMP Proposal, on behalf of Owner and make recommendations regarding revisions or approval for submission to the Board of Trustees, including the following:	X	X	X	X					
2.18.1	Review line item costs for "Miscellaneous" costs not appropriately allocated to General Conditions or Cost of the Work as defined by the CMAR Contract.	X	X	X	X					
2.18.2	Review line item costs for items not appropriately allocated to General Conditions or Cost of the Work as defined by the CMAR Contract.	X	X	X	X					
2.18.3	Review methodology and calculation of GMP and margins to assure that they comply with the Contract Terms.	X	X	X	X					
2.18.4	Review and provide recommendations to Owner, if any, regarding CMAR's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to same.	X	X	X	X					
2.19	Advise the Owner in conducting post-awarding negotiation of the Project construction contract with either Contractor or CMAR and advise Owner regarding the negotiation of business terms of each Project construction contract and if terms required by Contractor/CMAR are unreasonable, and/or make recommendations regarding the need to cut off negotiations with the immediate proposer and move to the next.	X	X	X	X					
2.20	Make recommendations to the timely and economical purchases of materials and equipment, and monitor the purchase of such items.	X	X	X	X					

Scope #	Contract Scope Language	New Entry	Existing	New	Sub-Contract	New	Sub-Contract	New	Sub-Contract	New	Sub-Contract	New	Sub-Contract	New	Sub-Contract	New	Sub-Contract	New	Sub-Contract
		at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS	at HHS
121	After Owner awards each Project Construction Contract and before the Contractor (or CMAA) commences work on the site, Owner's Representative shall advise the Owner in the review and completion of all necessary site layout plans, site flow diagrams and plans for the performance of the applicable work, showing the use of designated roads or street rights, the location of any overhead, street lighting, and the removal of any traffic and site, as required, in obtaining necessary government approvals required to implement such traffic plans.	X																	
122	Owner's Representative shall respond to the Owner in its communications with the Architect, Contractor, and Consultant; schedule, attend and conduct progress meetings; request and attend meetings to review construction progress and pay requests; and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternate design or materials; and coordinate, review, advise the Owner concerning, and approve change orders, contracts, and requests for information.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
123	Owner's Representative shall coordinate negotiations among the Project Team, and as applicable, the utility companies, local municipalities, and other agencies concerning the installation of (electric, sewer, water, gas, and telephone) but not internet (cable, fiber optic, or other) facilities required for the Project.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
124	Agree with Consultant of the Architect review and approval of shop drawings, product data and other information by Contractor, as necessary.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
125	Representative shall advise orally review and advise the Owner concerning the status of the Contractor's performance with the Contractor (or CMAA) who has prime contractual responsibility, the Owner's intention to proceed with the Contractor, and the availability of materials and supplies to meet the Contractor's schedule in relation to the Project Schedule.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
126	Clear Contractor for CMAA) as required by the Construction Contract, to maintain a daily log containing the number of workers, equipment, work accomplished, problem, complaints and other relevant data as the Owner requires.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
127	Notify Owner if Representative becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority to require the Contractor, as appropriate, to make recommendations to the Owner with respect to the Contractor's performance of the applicable Contract Documents.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
128	Although Owner's Representative cannot guarantee the performance by Contractor, Owner's Representative shall recommend courses of action to the Owner when Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor fails to fulfill its obligations under the Contract Documents, as directed by the Owner, to Contractor on behalf of the Owner; that recommendations shall include recommendations of work recommendations and shall require Contractor's progress to the Owner on at least a monthly basis.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
129	Advise the Owner concerning the progress of building materials by the Contractor. Advise the Owner on the review of the Project to confirm substantial and final completion of the construction of the Project, substantially complete and that a punch list should be prepared.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

The scope of project management services may also require, but will not be limited to, the following services:

Owner's Representative - Scope of Services Matrix

Owner's Representative - Scope of Services Matrix

Exhibit F

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MHS	New Performing Arts Center	New Elementary School duplicate (open)	X-8 Campus	New Baseball/Softball complex at MSIS	New Practice Gym at MSMS	New Practice Facility at MSMS	New Practice Facility at MNTVE	New Transportation Facility (To Serve 150 buses)
3.11	Coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion, as defined by the AIA Document A330-2017 General Conditions of the Contractor Construction, as modified by the Owner. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. Owner's Representative will consult with Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate; assure that transfer of insurance coverage to Owner maintains coverage of the Project without interruption.	X	X	X	X					
3.12	Owner's Representative shall confirm with the Architect that the Contractor has obtained from the Contractor for CMAR "as-built" drawings and any other warranties and documentation required by Construction Contract, as a condition precedent to Final Completion of each Project.	X	X	X	X					
3.13	Together with the Architect and Owner, monitor and observe the testing and start-up of all utilities, systems and equipment for each Project; and coordinate with TAB Consultant as necessary to assure deviations noted have been corrected.	X	X	X	X					
3.14	Confirm with Architect all requirements for final close-out of the Project and conditions precedent to Final Payment have been met, and provide assistance as necessary to assure that all requirements for final close-out of the Project have been met including but not limited to:	X	X	X	X					
	(i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project.	X	X	X	X					
	(ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts.	X	X	X	X					
	(iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project.	X	X	X	X					
	(iv) conforming with the Architect that the Contractor has obtained from the Contractor for CMAR "as-built" drawings.	X	X	X	X					
	(v) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractor and the Architect.	X	X	X	X					
	(vi) locating and/or otherwise resolving any and all back charge claims that Owner may assert against any Architect or Contractors, including assistance with any legal proceedings instituted by Owner and/or any Architect or Contractor, and/or	X	X	X	X					
	(vii) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.	X	X	X	X					
3.15	Coordinate the purchase and installation of Owner-Furnished-Owner-installed and Owner-Furnished-Contractor-installed furniture, fixtures and equipment, if any.	X	X	X	X					
3.16	Assist the Owner with the selection of the mover and coordinate all occupant relocations into the Project space, if required by Owner.	X	X	X	X					
3.17	Assist the Owner with the selection of the TAB Consultant and/or Commissioning agent and coordinate and administer the project TAB process and project commissioning process, if required on the specific project.	X	X	X	X					
3.18	Critically review final payment application of CMAR for each project and make an independent evaluation of the appropriate project savings to be credited to the Owner as a deductive Change Order, negotiate appropriate savings disputes on behalf of the Owner, if any is required, review any final deductive Change Order for accuracy and completeness.	X	X	X	X					
4.1	SECURITY/SAFETY									
4.1	While performing the Work, the Owner's Representative shall promptly inform the Owner if the Owner's Representative becomes aware of any security concerns and/or unsafe conditions.	X	X	X	X					

Date: March 28, 2022

AMENDMENT NO. 01
to
MASTER SERVICES AGREEMENT BETWEEN OWNER AND PM

Manor Independent School District, an independent school district and political subdivision of the state of Texas with administrative offices located at 10335 US Hwy 290E, Manor, Texas 78653 (“Owner”) and Hoar Program Management, LLC, a limited liability company duly organized and existing under the laws of Delaware, having its principal place of business at Two Metroplex Drive, Suite 300, Birmingham, Alabama 35209 (“PM”) previously entered into that certain Master Services Agreement dated July 26, 2021 (the “Agreement”). Capitalized terms used and not defined herein shall have the meaning provided for in the Agreement.

The Parties agree to amend the Agreement in accordance with this Amendment as follows:

Adjustment to Basic Services:

This amendment memorialized the change in the HPM staffing including the addition of one (1) project manager as well as the change in project responsibilities as described below:

In Article A replaces Exhibit A with Revised Exhibit A attached to this amendment.

In Article C replaces Exhibit F with Revised Exhibit F attached to this amendment.

In Article 2.2 replace Exhibit C with Revised Exhibit C attached to this amendment.

Adjustment to Duration:

Article 1 of the Agreement is amended to incorporate the following changes to the Duration:

The term of the Agreement shall be changed to March 31, 2024

Adjustment to Compensation:

Article 4 of the Agreement is hereby amended to incorporate the following changes to the Compensation:

1.		\$	0.00
2.		\$	0.00
3.		\$	0.00
	Total Adjustment to Compensation	\$	0.00

The adjustments to Compensation are recapped as follows:

The original Compensation was \$ 4,780,636.00

The net change by previously authorized Amendments is	\$	0.00
The Compensation prior to this Amendment was	\$	4,780,636.00
Compensation will be unchanged by this Amendment in the amount of	\$	0.00
The new Compensation including this Amendment therefore is	\$	4,780,636.00

Attachments:

- Revised Exhibit A dated 15 March 2022
- Revised Exhibit C dated 15 March 2022
- Revised Exhibit E dated 15 March 2022
- Revised Exhibit F dated 15 March 2022
- Revised Exhibit G dated 15 March 2022

Except as otherwise provided by the terms and conditions hereof, this Amendment contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations and negotiations whatsoever, oral and written, and may not be varied except by an instrument in writing of even date herewith or subsequent hereto executed by the duly authorized representatives of both parties.

In the event of any inconsistency between the terms and conditions of the Agreement and those of the present Amendment, the latter shall prevail to the extent of such inconsistency, whereas the part not concerned by such inconsistency shall remain in full force and effect.


The Parties agree that this Amendment, upon execution hereof, shall constitute an integral and non-severable part of the Agreement and shall be governed by all of its provisions; as such provisions, have been specifically amended pursuant to this Amendment. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement shall continue to be in full force and effect.

This Amendment may be executed by the Parties hereto in separate counterparts, each of which when so signed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

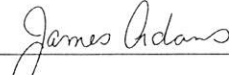
The Parties have duly executed this Agreement as of the date set forth on page 1 hereof.

FOR OWNER

By: 
 Printed Name: Dr. Andre D. Spencer
 Title: Superintendent

9/26/22

FOR PM

By: 
 Printed Name: James Adams
 Title: Vice President

**EXHIBIT A
TO AGREEMENT BETWEEN OWNER AND OWNER'S REPRESENTATIVE**

Capital Improvement Projects

Project	Est. Budget	Method
Growth Project Proposals		
New Early College Facility at MHS	\$33,500,000	CMAR
New Performing Arts Center	\$35,000,000	CMAR
New Baseball/Softball complex at MSHS	\$16,500,000	CSP
New Practice Gym at MSHS	\$5,500,000	CSP
New Practice Facility at MSHS	\$9,500,000	CSP
New Practice Facility at MNTHS	\$9,500,000	CSP
New Elementary School (duplicate Lagos)	\$35,500,000	CMAR
K-8 Campus	\$51,500,000	CMAR
Transportation Project Proposals		
New Transportation Facility (To Serve 150 buses)	\$18,000,000	CMAR

EXHIBIT C
TO AGREEMENT BETWEEN OWNER AND OWNER'S REPRESENTATIVE

OWNER REPRESENTATIVE'S TEAM

The Owner Representative's Team includes the following (see **Revised Exhibit G** Matrix for specific assignments).

Name: Greg Ellis
Title: Vice President
Direct Phone: 205.601.0650 (mobile)
Email: Greg Ellis <gellis@hpmleadership.com>

Name: Pierre Archaud
Title: Project Manager
Direct Phone : 205.796.8797 (mobile)
Email: parchaud@hpmleadership.com

Name: Ben Henson
Title: Regional Operations Manager
Direct Phone: 205.337.3456 (mobile)
Email: bhenson@hpmleadership.com

Name: Denish Sonani
Title: Project Manager / Project Controls
Direct Phone: 214.606.4194 (mobile)
Email: dsonani@hpmleadership.com

Name: Andrew Betts
Title: Senior Program Manager
Direct Phone: 251.234.0890 (mobile)
Email: abetts@hpmleadership.com

Name: Astin Toms
Title: Project Manager
Direct Phone: 717.679.9043 (mobile)
Email: atoms@hpmleadership.com

Name: Austin Degenhart Sr
Title: Field Project Manager
Direct Phone: 469.616.9627 (mobile)
Email: amdeghenart@hpmleadership.com

EXHIBIT E

Exhibit E - Clarifications & Assumptions

HPM Cost Proposal – Manor ISD

- 1) This proposal considers full Owner’s Representative services, as outlined in Exhibit B of this Agreement:
 1. New Early College Facility at MHS
 2. ~~New Performing Arts Center~~
 3. New Elementary School (duplicate Lagos)
 4. K-8 Campus
 5. New Practice Gym at MSHS
 6. New Practice Facility at MSHS
 7. New Practice Facility at MNTHS
- 2) This proposal considers project controls services, only as indicated in the attached Scope of Services Matrix (Exhibit F), for the following (2) projects. All other services for these projects shall be provided by Manor ISD staffing. It is assumed that Manor ISD shall provide access to all necessary information, required to perform these services.
 1. New Baseball/Softball complex at MSHS
 2. ~~New Practice Gym at MSHS~~
 3. ~~New Practice Facility at MSHS~~
 4. ~~New Practice Facility at MNTHS~~
 5. New Transportation Facility (To Serve 150 buses)
- 3) Each of the (8) projects above are considered to be a single-prime environment, with one design team and one CMAR or General Contractor. The assumed number of work packages/contracts for each of the above (8) projects is as follows (per project):
 - Geotech – x1
 - Design/ AE Firm – x1
 - CMAR/General Contractor – x1
 - FF&E – x1
 - Construction Materials Testing – x1
 - Commissioning Agent – x1
 - Moving Company – x1
- 4) Proposal and associated services do not extend beyond March 31, 2024. Any services beyond March 31, 2024 are not included with this proposal.
- 5) Design Management does not include peer reviews by licensed design professionals.
- 6) Permit expediting consultant fees are not included in this proposal.
- 7) Post Construction Audit services not included in this proposal.
- 8) Online/cloud-based construction management system, with dashboards to be provided.
 - *Integration of this with District financial or reporting system(s) not included in this proposal.
- 9) This proposal assumes that adequate office space will be provided for the HPM team at Manor ISD (up to 7 persons). This shall include the following:
 - Office & Conference space
 - Utilities (including internet)
 - Printing capabilities
 - District specific equipment required for access to internal system (if required)

- 10) Ability of HPM to perform the scope of services outlined in the RFP is in consideration of the ability for HPM to develop and implement, alongside Manor ISD, General and Special conditions for each Contractor, Design-Builder, and Consultant.
- 11) Only local travel is included with this proposal (50-mile radius of Manor, TX). Any non-local travel must be approved in writing by an authorized representative for Manor ISD. Manor ISD is not responsible for any travel or moving expenses of HPM for staff assigned to work in Manor ISD for an extended period of time.
- 12) ~~Proposal assumes that Manor ISD will solicit and hire a Project Manager (PM#2) for support of the HPM team, with respect to the New Elementary School (duplicate Lagos) project, at least (60) calendar days prior to the start of the project, as shown on the attached Staffing Matrix (Exhibit G).~~

Add Alternate #1: Project Manager #3:

Manor ISD may solicit HPM to add a full time Project Manager to the HPM staff. This request needs to be placed at least (60) calendar days prior to the intended start date of said Project Manager. The value of this Add Alternate is a lump sum of \$29,260 per month.

Owner's Representative - Scope of Services Matrix

EXHIBIT F

Scope of Services Matrix

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MHS	New Elementary School (duplicate Lagos)	K-8 Campus	New Baseball/Softball complex at MSHS	New Practice Gym at MSHS	New Practice Facility at MSHS	New Practice Facility at MNTHS	New Transportation Facility (To Serve 150 buses)
1	GENERAL								
1.1	Maintain an organized filing system for all Project documents and records. At Project completion, Owner's Representative shall certify that all Project documents and records have been delivered, either electronically or in hard copy.	X	X	X	X	X	X	X	X
1.2	Schedule, attend, conduct, record, and assist the Architect at all Project meetings (including without limitation meetings with the Architect, Contractor, Consultants, or Owner's Board of Trustees). Owner's Representative shall direct the Architect or Contractor to prepare meeting minutes if the Architect or Contractor is contractually required to do so.	X	X	X		X	X	X	
1.2	In the absence of meeting minutes prepared by others, Owner's Representative will provide Owner with minutes from such meetings prepared by Owner's Representative.	X	X	X		X	X	X	
1.2	Owner's Representative shall review for accuracy the minutes of such meetings prepared by either the Architect, Contractor, or others. Owner's Representative shall clarify, amend and report any discrepancies affecting the Project.	X	X	X		X	X	X	
1.3	Furnish to the Owner reports on a schedule agreed upon by the Owner and Owner's Representative containing	X	X	X	X	X	X	X	X
	(a) the status of the Project	X	X	X	X	X	X	X	X
	(b) a comparison of the Project budget to costs incurred through the date of the report;	X	X	X	X	X	X	X	X
	(c) a report of potential savings on CMAR Projects	X	X	X	X	X	X	X	X
	(d) a comparison of the Project schedule to the work actually completed through the date of the report;	X	X	X	X	X	X	X	X
	(e) any revision to the Project schedule or Project budget made during the period covered by the report;	X	X	X	X	X	X	X	X
	(f) a summary of change orders made during the period covered by the report;	X	X	X	X	X	X	X	X
	(g) a list of all pending change orders and all outstanding issues requiring action or approval by Owner	X	X	X	X	X	X	X	X
	(h) the status of any governmental requirements and activities required to facilitate approval of the Project	X	X	X	X	X	X	X	X
	(i) any other reports concerning the Project as Owner may reasonably request.	X	X	X	X	X	X	X	X
1.4	Provide monthly Project accounting services related to reviewing, certifying, and forwarding to Owner for payment the invoices from the Architect, Contractor CMAR and other consultants, including review and critical evaluation of applications for payment by the Contractor and CMAR for each Project (including back-up documentation provided by CMAR); obtain from CMAR any documentation required by the CMAR Contract, if not submitted as required; review and certify certificates for payment issued by Architect and make written recommendations to Owner concerning payment. Owner's Representative's certification for payment shall constitute a representation to the Owner that, based upon the Owner's Representative's evaluation of the Work covered by the Application, and in the case of the CMAR the documentation of costs provided, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents and in the case of the CMAR, the Payment Application correctly calculates the amounts due based on the Contract terms. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.	X	X	X		X	X	X	
	Owner's Representative and Owner shall cooperate with one another to develop an orderly procedure for review and payment of Project costs and expenses, including fees for the Architect and Consultants.	X	X	X		X	X	X	
1.5	Be available for questions and follow up by telephone or site meetings with Owner	X	X	X		X	X	X	
1.6	Become familiar with, and provide its services are consistent with all applicable Laws, Regulations, Ordinances and the requirements of easements, licenses, and other pertinent agreements to the extent the foregoing are made known to Owner's Representative.	X	X	X		X	X	X	
1.7	Provide leadership to the Project Team on all matters relating to the planning, design, governmental approvals, construction, and other activities necessary to complete the Project. Owner shall select, hire and pay the Project Team with the consultation and advice of the Owner's Representative.	X	X	X		X	X	X	
2	PREDEVELOPMENT PHASE SERVICES								
2.1	To the extent items below are not already completed on the Effective Date of this Agreement, Owner's Representative shall	N/A	N/A	N/A		N/A	N/A	N/A	

Owner's Representative - Scope of Services Matrix

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MHS	New Elementary School (duplicate Lagos)	K-8 Campus	New Baseball/Softball complex at MSHS	New Practice Gym at MSHS	New Practice Facility at MSHS	New Practice Facility at MNTHS	New Transportation Facility (To Serve 150 buses)
	(1) coordinate the preparation by the Architect of a description of the program for each Project within the Scope, including room uses, sizes and adjacency requirements, in accordance with Owner's goals and objectives (the "Project Program");	X	X	X		X	X	X	
	(2) prepare and submit to Owner a preliminary estimated schedule for completion of the design and construction of the Project, including, without limitation, the various major activities to be undertaken in connection with the Project and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the Term (the "Project Schedule");	X	X	X		X	X	X	
	(3) assist Owner in establishing a Project budget for each Project based on a preliminary estimate of Project costs, including without limitation Owner's internal soft costs and construction costs, which Owner's Representative shall update from time to time with increased detail as the design of the Project progresses (the "Project Budget");	X	X	X	X	X	X	X	X
	(4) manage the Project Schedule and Project Budget to maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.	X	X	X		X	X	X	
	(5) review CMAR and Architect's Schedules and Cost Estimates (including updates) and critically evaluate the accuracy thereof in comparison with the Owner's Representative's current Schedule and reconcile for an agreed Master Schedule.	X	X	X		X	X	X	
2.2	Advise Owner regarding and assist with, predevelopment activities, including but not limited to obtaining and evaluating any necessary soil reports and studies and determining the need for any site soil corrections	X	X	X		X	X	X	
	obtaining and evaluating survey, topographical survey, schematic designs and elevations for the Project and reviewing the need for any property rights or other actions related to underground utilities, access, encroachments or other development limitations disclosed in the survey	X	X	X		X	X	X	
	Owner's Representative shall advise and assist the Owner in all activities necessary to obtain any and all property or rights-of-way necessary for development of the Project or the provision of adequate utility services and access thereto.	X	X	X		X	X	X	
2.3	Coordinate and assure attorney review of contracts between Owner and Consultants hired directly by the Owner, prior to execution by the Owner	X	X	X		X	X	X	
2.4	Coordinate any required environmental review of the Project, and advise and assist Owner in obtaining all environmental permits or approvals required for the Project, if any.	X	X	X		X	X	X	
2.5	Coordinate with Owner in identifying any governmental and quasi-governmental authorities having jurisdiction over the Project, as well as any other organizations that may have an interest in the Project as well as any other organizations that may have an interest in the Project	X	X	X		X	X	X	
	assist the Architect in obtaining permits for the Project; coordinate with the various municipal and other governmental agencies having permit responsibilities for the Project	X	X	X		X	X	X	
	represent the Owner at meetings of the applicable governmental units	X	X	X		X	X	X	
	recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project	X	X	X		X	X	X	
	coordinate with the Contractor the obtaining of necessary building permits or other necessary construction approvals for the Project	X	X	X		X	X	X	
	and advise the Owner as to any material issues noted by the Architect.	X	X	X		X	X	X	
2.6	Schedule and attend regular meetings with the Architect related to the development of the design.	X	X	X		X	X	X	
2.7	Coordinate with the Contractor or CMAR and provide recommendations to the Owner and Architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule.	X	X	X		X	X	X	
2.8	Review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are completed by the Architect, and coordinate their review by the CMAR, if any	X	X	X		X	X	X	

Owner's Representative - Scope of Services Matrix

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MHS	New Elementary School (duplicate Lagos)	K-8 Campus	New Baseball/Softball complex at MSHS	New Practice Gym at MSHS	New Practice Facility at MSHS	New Practice Facility at MNTHS	New Transportation Facility (To Serve 150 buses)
2.09	Assist the Owner in the evaluation and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project Budget and Schedule, provided the Owner's Representative shall not assume any of the Architect's responsibilities for design or any of the Contractor's/CMAR's responsibilities for construction means, methods or costs.	X	X	X		X	X	X	
2.10	Upon approval by Owner of design development plans and specifications, Owner's Representative shall (a) lead the process on behalf of the Owner in reviewing and coordinating the preparation by the Architect and other Project consultants of the Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the Project Program, Budget or Schedule; or (ii) cause the Project to deviate from the approved drawings or requirements of Owner.	X	X	X		X	X	X	
2.11	Owner's Representative shall (i) prepare and update cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project (the "Project Costs Estimate"). The Project Costs Estimate shall include separate line items for each cost category included in the Project cost, with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems. In addition, Owner's Representative shall:	X	X	X		X	X	X	
2.11.1	Revise such Project Costs Estimate from time to time as the design of the Project is finalized, the working drawings are prepared and provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then-current Project Budget.	X	X	X		X	X	X	
2.11.2	<i>Intentionally Omitted</i>	N/A	N/A	N/A		N/A	N/A	N/A	
2.11.3	In consultation with the Architect and Contractor, provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. Owner's Representative shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.	X	X	X		X	X	X	
2.11.4	Recommend modifications to the Project design, Project Budget, Project Schedule and Project Program to reconcile each with the others, for final decision by Owner;	X	X	X		X	X	X	
2.11.5	Assist Owner in setting a final Project Budget, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by Owner	X	X	X		X	X	X	
2.12	Act as Owner's representative in coordinating and assisting the Architect in the preparation of bid documents, which shall consist of, among other things, the working drawings.	X	X	X		X	X	X	
2.13	Act as Owner's representative in coordinating and assisting the Owner's attorney in preparation of proposed form of construction contracts and requests for proposals, and manage the award of contracts in accordance with Owner's requirements.	X	X	X		X	X	X	
2.14	Review, on behalf of Owner, the division of the Project construction work into major trades for the bidding of the work. If any portions of the work are to be separated into separate bid sections, Owner's Representative shall review the working drawings and make recommendations to the Architect to (i) coordinate the work of the separate bid portions, (ii) allocate the work to the separate bid portions, (iii) attempt to minimize jurisdictional disputes, (iv) provide the proper coordination for phased construction, and (v) advise Owner with respect to whether major portions of the work should be bid as separate prime contracts.	X	X	X		X	X	X	
2.15	Assist the Architect and/or CMAR in conducting pre-proposal conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.	X	X	X		X	X	X	
2.16	Serve as non-voting member of the Evaluation Team for the Projects, review proposals, prepare analyses and make recommendations to Evaluation Team regarding areas within its expertise.	X	X	X		X	X	X	
2.17	Review the CMAR's proposed division of the Project construction work into major trades for the bidding. If any portions of the work should be more logically combined or separated into separate bid sections in order to avoid non-competitive bidding favoring self-performance by the CMAR, Owner's Representative shall, in consultation with the Owner discuss revision of GMP Proposal and/or bidding plan to alleviate such issues.	X	X	X		X	X	X	
2.18	Review and critically evaluate GMP Proposal, on behalf of Owner and make recommendations regarding revisions or approve for submission to the Board of Trustees, including the following:	X	X	X		X	X	X	

Owner's Representative - Scope of Services Matrix

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MHS	New Elementary School (duplicate Lagos)	K-8 Campus	New Baseball/Softball complex at MSHS	New Practice Gym at MSHS	New Practice Facility at MSHS	New Practice Facility at MNTHS	New Transportation Facility (To Serve 150 buses)
2.18.1	Review line item costs for "Miscellaneous" costs not appropriately allocated to General Conditions or Cost of the Work, as defined by the CMAR Contract	X	X	X		X	X	X	
2.18.2	Review line item costs for items not appropriately allocated to General Conditions or Cost of the Work, as defined by the CMAR Contract;	X	X	X		X	X	X	
2.18.3	Review methodology and calculation of GMP and markups to assure that they comply with the Contract Terms;	X	X	X		X	X	X	
2.18.4	Review and provide recommendations to Owner, if any, regarding CMAR's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to same.	X	X	X		X	X	X	
2.19	Assist the Owner in conducting post-ranking negotiation of the Project construction contract with either Contractor or CMAR and advise Owner regarding the negotiation of business terms of each Project construction contract and if terms required by Contractor/CMAR are unreasonable, and/or make recommendations regarding the need to cut off negotiations with the immediate proposer and move to the next.	X	X	X		X	X	X	
2.20	Make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items	X	X	X		X	X	X	
2.21	After Owner awards each Project construction contract and before the Contractor (or CMAR) commences work on the site, Owner's Representative shall assist Owner in the review and coordination of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist, as necessary, in obtaining necessary government approvals required to implement such traffic plans.	X	X	X		X	X	X	
3	CONSTRUCTION PHASE SERVICES								
3.1	Owner's Representative shall represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review, advise the Owner concerning, and approve change orders, submittals, and requests for information.	X	X	X		X	X	X	
3.2	Owner's Representative shall:	X	X	X		X	X	X	
	(i) assist and review the processing of change orders	X	X	X		X	X	X	
	(ii) advise Owner concerning the necessity for, scope of and recommended cost of change orders	X	X	X		X	X	X	
	(iii) negotiate, on Owner's behalf, all change orders with Contractor.	X	X	X		X	X	X	
	The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.	X	X	X	X	X	X	X	X
3.3	Owner's Representative shall coordinate negotiations among the Project Team, and as applicable, the utility companies, local municipalities, and others concerning the installation of electric, sewer, water, gas, and telephone (but not internal telephone, security or data wiring or connections) facilities required for the Project, on a schedule consistent with the Project Schedule	X	X	X		X	X	X	
3.4	Assist with coordination of the Architect's review and approval of shop drawings, product data and other submittals by Contractor, as necessary.	X	X	X		X	X	X	
3.5	In conjunction with the Contractor (or CMAR) who has prime contractual responsibility, the Owner's Representative shall additionally review and advise the Owner concerning the adequacy of the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules in relation to the Project Schedule.	X	X	X		X	X	X	
3.6	Cause Contractor (or CMAR), as required by the Construction Contract, to maintain a daily log containing the number of workers, equipment, work accomplished, problems encountered and other relevant data as the Owner may require.	X	X	X		X	X	X	

Owner's Representative - Scope of Services Matrix

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MHS	New Elementary School (duplicate Lagos)	K-8 Campus	New Baseball/Softball complex at MSHS	New Practice Gym at MSHS	New Practice Facility at MSHS	New Practice Facility at MNTHS	New Transportation Facility (To Serve 150 buses)
3.7	Notify Owner if Owner's Representative becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Owner's Representative shall review any and all test reports and notify the Owner, the Architect and the Contractor, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default shall make recommendations to Owner with respect thereto. With the written authorization of Owner, Owner's Representative shall reject work which does not conform to the requirements of the applicable Contract Documents.	X	X	X		X	X	X	
3.8	Although Owner's Representative cannot not guarantee the performance by Contractor, Owner's Representative shall recommend courses of action to the Owner when Owner or Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.	X	X	X		X	X	X	
3.9	Advise the Owner concerning the purchase of building materials by the Contractor.	X	X	X		X	X	X	
3.10	Attend on-site review of the Project to confirm substantial and final completion of the construction of the Project, and notify Owner when Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.	X	X	X		X	X	X	
3.11	Coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion, as defined by the AIA Document A210-2017 General Conditions of the Contract for Construction, as modified by the Owner. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. Owner's Representative will consult with Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate; assure that transfer of insurance coverage to Owner maintains coverage of the Project without interruption.	X	X	X		X	X	X	
3.12	Owner's Representative shall confirm with the Architect that the Contractor has obtained from the Contractor (or CMAR) "as-built" drawings and any other warranties and documentation required by Construction Contract, as a condition precedent to Final Completion of each Project.	X	X	X		X	X	X	
3.13	Together with the Architect and Owner, monitor and observe the testing and start-up of all utilities, systems and equipment for each Project; and coordinate with TAB Consultant as necessary to assure deviations noted have been corrected.	X	X	X		X	X	X	
3.14	Confirm with Architect all requirements for final close-out of the Project and conditions-precedent to Final Payment have been met, and provide assistance as necessary to assure that all requirements for final close-out of the Project have been met including but not limited to	X	X	X		X	X	X	
	(i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project,	X	X	X		X	X	X	
	(ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts,	X	X	X		X	X	X	
	(iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project,	X	X	X		X	X	X	
	(iv) confirming with the Architect that the Contractor has obtained from the Contractor (or CMAR) "as-built" drawings	X	X	X		X	X	X	
	(v) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractors and the Architect,	X	X	X		X	X	X	
	(vi) collecting and/or otherwise resolving any and all back charge claims that Owner may assert against any Architect or Contractors, including assistance with any legal proceedings instituted by Owner and/or any Architect or Contractor, and/or	X	X	X		X	X	X	
	(vii) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.	X	X	X		X	X	X	

Owner's Representative - Scope of Services Matrix

The scope of project management services may also require, but will not be limited to, the following services:

Scope #	Contract Scope Language	New Early College Facility at MHS	New Elementary School (duplicate Lagos)	K-8 Campus	New Baseball/Softball complex at MSHS	New Practice Gym at MSHS	New Practice Facility at MSHS	New Practice Facility at MNTHS	New Transportation Facility (To Serve 150 buses)
3.15	Coordinate the purchase and installation of Owner-Furnished-Owner-Installed and Owner-Furnished-Contractor-Installed furniture, fixtures and equipment, if any.	X	X	X		X	X	X	
3.16	Assist the Owner with the selection of the mover and coordinate all occupant relocations into the Project space, if requested by Owner.	X	X	X		X	X	X	
3.17	Assist the Owner with the selection of the TAB Consultant and/or Commissioning agent and coordinate and administer the Project TAB process and Project Commissioning process, if required on the specific Project.	X	X	X		X	X	X	
3.18	Critically review final payment application of CMAR for each project and make an Independent evaluation of the appropriate project savings to be credited to the Owner as a deductive Change Order; negotiate appropriate savings disputes on behalf of the Owner, if any is required; review any final deductive Change Order for accuracy and completeness.	X	X	X		X	X	X	
4	SECURITY/SAFETY								
4.1	While performing the Work, the Owner's Representative shall promptly inform the Owner if the Owner's Representative becomes aware of any security concerns and/or unsafe conditions.	X	X	X		X	X	X	

HPM Staffing Proposal

Exhibit G

MANOR ISD (Baseline)	PM	FC	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	
New Early College Facility at MHS	\$34MM	Pierre	Austin	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM
New Elementary School (duplicate Lagos)	\$36MM	Denish	FPM#2	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM
K-8 Campus	\$52MM	Pierre	FPM#2	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM
New Practice Gym at MSHS	\$5.5MM	Denish	Austin		\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM
New Practice Facility at MSHS	\$9.5MM	Denish	Austin		\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM
New Practice Facility at MNTHS	\$9.5MM	Denish	Austin		\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM
New Baseball/Softball complex at MSHS	\$17MM	Controls Support		\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM
New Transportation Facility (To Serve 150 buses)	\$18MM	Controls Support		\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM

5	179,500,000	Volume	\$139MM	\$155MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM
		# of Projects	4	5	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8

Pre-development (Design) Phase
 - Programming, Design, CMAR Procurement, Budget/Cost Estimates/VE, Contracting
 Pre-development (Austin Permitting) Phase
 - CMT Procurement, FF&E Procurement
 Pre-development (Manor Permitting) Phase
 - CSP Contractor Procurement, CMT Procurement, FF&E Procurement
 Construction Phase
 - Construction, Commissioning, & Move-in

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
HPM FTE	1.50	4.00	5.25	4.50	4.00	4.00	3.75	4.75	5.50	5.50	5.50	5.00	6.00	6.00	6.00	6.00	6.00
Volume	\$139MM	\$155MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM
# of Projects	4	5	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Greg/Ben	9%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%
SPDM - Derek	50%	100%	100%	50%	50%	50%	25%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%
SPM - Andrew	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
PM#1 - Pierre	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
PM#2 - Astin	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%
FPM#1 - Austin	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
FPM#2 - TBD	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%
M / Controls - Denis	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Precon Support	0%	0%	100%	100%	50%	50%	50%	50%	50%	50%	50%	0%	0%	0%	0%	0%	0%
Audit & Contract	0%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

HPM Staffing Proposal

Exhibit G

MANOR ISD (Baseline)	PM	FC	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Const. Duration (mos.)	
New Early College Facility at MHS	\$34MM	Pierre	Austin	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM	\$34MM									17
New Elementary School (duplicate Lagos)	\$36MM	Denish	FCM#2	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM	\$36MM					12
K-8 Campus	\$52MM	Pierre	FCM#2	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM	\$52MM									18
New Practice Gym at MSHS	\$5.5MM	Denish	Austin	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM	\$5.5MM												9
New Practice Facility at MSHS	\$9.5MM	Denish	Austin	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM													13
New Practice Facility at MNTHS	\$9.5MM	Denish	Austin	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM	\$9.5MM													13
New Baseball/Softball complex at MSHS	\$17MM	Controls Support		\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM	\$16.5MM													13
New Transportation Facility (To Serve 150 buses)	\$18MM	Controls Support		\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM	\$18MM												12

\$	179,500,000	Volume	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$139MM	\$139MM	\$121MM	\$87MM	\$87MM	\$87MM	\$87MM	\$36MM	\$36MM	\$36MM	\$36MM	\$MM	\$MM	\$MM
		# of Projects	8	8	8	8	8	8	8	8	4	4	3	2	2	2	2	1	1	1	1	0	0	0

	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24		
HPM FTE	6.00	6.00	6.00	6.00	6.00	6.00	5.50	5.50	5.50	4.50	3.75	3.75	3.75	2.75	2.75	2.75	0.00	0.00	0.00		
Volume	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$180MM	\$139MM	\$139MM	\$121MM	\$87MM	\$87MM	\$87MM	\$87MM	\$36MM	\$36MM	\$36MM	\$MM	\$MM	\$MM		
# of Projects	8	8	8	8	8	8	4	4	3	2	2	2	1	1	1	1	0	0	0	Total	
Greg/Ben	18%	18%	18%	18%	18%	18%	18%	18%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	\$	367,500
SPDM - Derek	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	\$	163,485
SPM - Andrew	100%	100%	100%	100%	100%	100%	50%	50%	50%	50%	25%	25%	25%	25%	25%	25%	0%	0%	0%	\$	944,726
PM#1 - Pierre	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	50%	50%	50%	50%	50%	50%	0%	0%	0%	\$	828,300
PM#2 - Astin	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%	0%	0%	0%	0%	\$	627,990
FPM#1 - Austin	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	\$	542,355
FPM#2 - TBD	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%	0%	\$	670,289
M / Controls - Denis	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%	0%	\$	618,475
Precon Support	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	\$	147,517
Audit & Contract	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	\$	20,000

Subtotal	\$	4,930,636
Commerical Concession	\$	(150,000)
CONTRACT TOTAL	\$	4,780,636
% of Total Program		2.66%

HPM Pay Schedule

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	
Revised Pay Schedule	\$ 75,636	\$160,000	\$160,000	\$135,000	\$120,000	\$120,000	\$150,000	\$160,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL
Revised Pay Schedule	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$110,000	\$100,000	\$ 60,000	\$ 50,000	\$ 40,000	\$ -	\$ -	\$ -	\$4,780,636

Date: August 15, 2022

AMENDMENT NO. 02
to
THIRD-PARTY REPRESENTATIVE AGREEMENT:

Manor Independent School District, an independent school district and political subdivision of the state of Texas with administrative offices located at 10335 US Hwy 290E, Manor, Texas 78653 (“Owner”) and Hoar Program Management, LLC, a limited liability company duly organized and existing under the laws of Delaware, having its principal place of business at Two Metroplex Drive, Suite 300, Birmingham, Alabama 35209 (“PM”) previously entered into that certain Master Services Agreement dated July 26, 2021 (the “Agreement”). Capitalized terms used and not defined herein shall have the meaning provided for in the Agreement.

The Parties agree to amend the Agreement in accordance with this Amendment as follows:

1. Exhibit C – Owner’s Representative’s Team is hereby amended as set out in the attached. This Exhibit C supersedes the previous staffing plan as set out in the original agreement and in Amendment No. 01.

Except as otherwise provided by the terms and conditions hereof, this Amendment contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations and negotiations whatsoever, oral and written, and may not be varied except by an instrument in writing of even date herewith or subsequent hereto executed by the duly authorized representatives of both parties.

In the event of any inconsistency between the terms and conditions of the Agreement and those of the present Amendment, the latter shall prevail to the extent of such inconsistency, whereas the part not concerned by such inconsistency shall remain in full force and effect.


The Parties agree that this Amendment, upon execution hereof, shall constitute an integral and non-severable part of the Agreement and shall be governed by all its provisions; as such provisions, have been specifically amended pursuant to this Amendment. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement shall continue to be in full force and effect.

This Amendment may be executed by the Parties hereto in separate counterparts, each of which when so signed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

The Parties have duly executed this Agreement as of the date set forth on page 1 hereof.

FOR OWNER

FOR OWNER'S REPRESENTATIVE

By: 
Printed Name: Dr. Andre D. Spencer
Title: Superintendent


By: 
Printed Name: James Adams
Title: Vice President



EXHIBIT C
TO AGREEMENT BETWEEN OWNER AND OWNER'S REPRESENTATIVE

OWNER REPRESENTATIVE'S TEAM

The Owner Representative's Team includes the following (see Revised Exhibit G Matrix for specific assignments).

Name: Greg Ellis
Title: Vice President
Direct Phone: 205.601.0650 (mobile)
Email: Greg Ellis <gellis@hpmleadership.com>

Name: David Wallace
Title: Project Manager
Direct Phone : 512.968.4280 (mobile)
Email: dwallace@hpmleadership.com

Name: Ben Henson
Title: Regional Operations Manager
Direct Phone: 205.337.3456 (mobile)
Email: bhenson@hpmleadership.com

Name: Denish Sonani
Title: Project Manager / Project Controls
Direct Phone: 214.606.4194 (mobile)
Email: dsonani@hpmleadership.com

Name: Andrew Betts
Title: Senior Program Manager
Direct Phone: 251.234.0890 (mobile)
Email: abetts@hpmleadership.com

Name: Astin Toms
Title: Project Manager
Direct Phone: 717.679.9043 (mobile)
Email: atoms@hpmleadership.com

Name: Austin Degenhart Sr
Title: Field Project Manager
Direct Phone: 469.616.9627 (mobile)
Email: amdeghenhart@hpmleadership.com

For any future potential changes in the staffing plan, HPM will submit qualifications for the proposed individual for the staffing change in the form of a Curriculum Vitae (C.V.) and/or resume for consideration by the District's Administration. Any future changes may be permitted but only by written approved by District's Administration, which includes the Chief Operations Officer and Superintendent.

Date: June 7, 2024

AMENDMENT NO. 3
to
OWNER'S THIRD-PARTY REPRESENTATIVE AGREEMENT

Manor Independent School District, an independent school district and political subdivision of the state of Texas with administrative offices located at 10335 US Hwy 290E, Manor, Texas 78653 ("Owner") and Hoar Program Management, LLC, a limited liability company duly organized and existing under the laws of Delaware, having its principal place of business at Two Metroplex Drive, Suite 300, Birmingham, Alabama 35209 ("Owner's Representative") previously entered into that certain Owner's Third-Party Representative Agreement with an Effective Date of July 26, 2021 (the "Agreement"). Capitalized terms used and not defined herein shall have the meaning provided for in the Agreement.

The Parties agree to amend the Agreement in accordance with this Amendment as follows:

Adjustment to Scope of Services:

Article 2 of the Agreement is amended to incorporate the following changes to the Scope of Services:

Add construction cost closeout services for the below referenced projects:

- Manor Rise Academy (K-8 Campus)
- Manor Early College High School
- Wildhorse Elementary School (Elementary School #10)

Owner's Representative will review the records and documents listed below to reconcile the final project costs and fee billed with the terms and conditions of the related GMP contracts. The objective of the review will be to evaluate 1) whether all costs of a material nature are reimbursable per the terms of the contracts and 2) whether the GMP has been overstated. The deliverable will be an audit report with any findings. Based upon project status and circumstances encountered during fieldwork, or based upon alternate audit procedures, it may not be necessary or appropriate to review all the records listed. Travel is excluded as no travel is anticipated.

1. Owner's and/or Contractor's Files and Documents:
 - a. Accounting records regarding payments or costs of construction.
 - b. Plans and specifications used for bidding and/or price negotiations.
 - c. Contract addenda and related pricing information.
 - d. Change Order files and related information.
 - e. Change Order support.
 - f. Certificates of insurance, bonds, etc.
 - g. Allowance adjustment support.
2. Contractor's Job - Related Records Supporting Reimbursable Job Cost, Change Orders, Etc.
 - a. Subcontract and purchase order bids, quotes, etc.
 - b. Subcontracts and purchase orders. Subcontract change orders.
 - c. Purchase order change notices with backup, etc.

- d. Subcontract and purchase order invoices.
- e. Payroll time reports, daily site reports, etc.
- f. Support for payroll burden.
- g. Support for Contractor equipment charges.
- h. Support for miscellaneous General Condition charges.

Adjustment to Term:

Article 1 of the Agreement is amended to incorporate the following changes to the Term:

The Term of the Agreement shall be extended from March 31, 2024, as established in Amendment No. 1 dated March 28, 2022, to August 31, 2024.

The Services described above will be completed within 3 weeks of obtaining the required information from the General Contractor, depending on the current status of the Project.

This Amendment excludes any services not specifically described above in relation to this extension of the Term.

Adjustment to Compensation

Article 4. of the Agreement is hereby amended to incorporate the following changes to the Compensation:

1.	Final Construction Cost closeout of Manor Rise Academy (K-8 Campus)	\$	16,500.00
2.	Final Construction Cost closeout of Wildhorse Elementary School (Elementary School #10 Campus)	\$	16,500.00
3.	Final Construction Cost closeout of Manor Early College High School	\$	16,500.00
Total Adjustment to Compensation		\$	49,500.00

The adjustments to Compensation are recapped as follows:

The original Compensation was	\$	4,780,636.00
The net change by previously authorized Amendments is	\$	0.00
The Compensation prior to this Amendment was	\$	4,780,636.00
Compensation will be increased by this Amendment in the amount of	\$	49,500.00
The new Compensation including this Amendment therefore is	\$	4,830,136.00

Attachments:

- None.

Except as otherwise provided by the terms and conditions hereof, this Amendment contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations and negotiations whatsoever, oral and written, and

may not be varied except by an instrument in writing of even date herewith or subsequent hereto executed by the duly authorized representatives of both parties.

In the event of any inconsistency between the terms and conditions of the Agreement and those of the present Amendment, the latter shall prevail to the extent of such inconsistency, whereas the part not concerned by such inconsistency shall remain in full force and effect.


The Parties agree that this Amendment, upon execution hereof, shall constitute an integral and non-severable part of the Agreement and shall be governed by all of its provisions; as such provisions, have been specifically amended pursuant to this Amendment. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement shall continue to be in full force and effect.

This Amendment may be executed by the Parties hereto in separate counterparts, each of which when so signed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.


[Remainder of page intentionally left blank. Signature page follows.]

The Parties have duly executed this Agreement as of the date set forth on page 1 hereof.

FOR OWNER

By: 
Printed Name: Robert Sorman
Title: Superintendent

FOR PM

By: 
Printed Name: A. Jared Scheeter
Title: Vice President, Corp. Operations

Date: June 24, 2024

AMENDMENT NO. 4
to
OWNER’S THIRD-PARTY REPRESENTATIVE AGREEMENT

Manor Independent School District, an independent school district and political subdivision of the state of Texas with administrative offices located at 10335 US Hwy 290E, Manor, Texas 78653 (“Owner”) and Hoar Program Management, LLC, a limited liability company duly organized and existing under the laws of Delaware, having its principal place of business at Two Metroplex Drive, Suite 300, Birmingham, Alabama 35209 (“Owner’s Representative”) previously entered into that certain Owner’s Third-Party Representative Agreement with an Effective Date of July 26, 2021 (the “Agreement”). Capitalized terms used and not defined herein shall have the meaning provided for in the Agreement.

The Parties agree to amend the Agreement in accordance with this Amendment as follows:

Adjustment to Scope of Services:

Article 2 of the Agreement is amended to incorporate the following changes to the Scope of Services:

Provide Project Management Support Services to assist Owner with completion of remaining bond projects, as outlined in Attachment A with anticipated hours for each project. This includes a final bond budget reconciliation.

Adjustment to Term:

Article 1 of the Agreement is amended to incorporate the following changes to the Term:

The Term of the Agreement shall be extended from August 31, 2024 (as established in Amendment No. 3 dated June 7, 2024) to December 31, 2024, or until completion of all projects identified in Attachment A, whichever occurs first.

Adjustment to Compensation

Article 4 of the Agreement is hereby amended to incorporate the following changes to the Compensation:

1.	Project Management Support Services through December 31, 2024.	\$ 64,070
2.	Not used.	-
3.	Not used.	-
Total Adjustment to Compensation		\$ 64,070.00

The adjustments to Compensation are recapped as follows:

The original Compensation was	\$	4,780,636.00
The net change by previously authorized Amendments is	\$	49,500.00
The Compensation prior to this Amendment was	\$	4,830,136.00
Compensation will be increased by this Amendment in the amount of	\$	64,070.00
The new Compensation including this Amendment therefore is	\$	4,894,206.00

Attachments:

- Attachment A – Remaining Bond Project Listing as of May 30, 2024.

Except as otherwise provided by the terms and conditions hereof, this Amendment contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations and negotiations whatsoever, oral and written, and may not be varied except by an instrument in writing of even date herewith or subsequent hereto executed by the duly authorized representatives of both parties.

In the event of any inconsistency between the terms and conditions of the Agreement and those of the present Amendment, the latter shall prevail to the extent of such inconsistency, whereas the part not concerned by such inconsistency shall remain in full force and effect.


The Parties agree that this Amendment, upon execution hereof, shall constitute an integral and non-severable part of the Agreement and shall be governed by all of its provisions; as such provisions, have been specifically amended pursuant to this Amendment. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement shall continue to be in full force and effect.

This Amendment may be executed by the Parties hereto in separate counterparts, each of which when so signed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

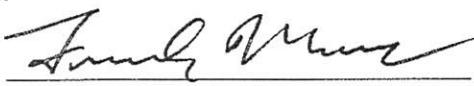
[Remainder of page intentionally left blank. Signature page follows.]

The Parties have duly executed this Agreement as of the date set forth on page 1 hereof.










FOR OWNER

By: 
Printed Name: Robert Sormani
Title: Superintendent

FOR PM

By:  353
Printed Name: Frank Marsac
Title: Sr. Vice President Operations

Attachment A
Remaining Bond Project Listing as of May 30, 2024.

Project Management	Department Lead(s)	Project	Architect/Engineer	Contractor	Start Date	Stage of Project	Estimated date of Substantial Completion	Next Steps	ANTICIPATED HOURS											
									12 June	July	Aug	Sept	Oct	Nov	Dec					
	B&C	NTHMS Renovation - Bond Interest	Stantec Tanya Berry	Balfour Beatty Zane Drummond	6/5/2024	BB ordering materials	8/10/2024	Finalizing contract Establish OAC												
	B&C TECH	NTHS Fencing - Safety Grant	Stantec Bartek Kniec	TBD	7/1/2024	Awaiting final drawings to go out for contractor bid	10/30/2024	Construction drawings by May 17th Bid for contractor												
	B&C	ShadowGlen parking lot driveway - Bond ES #10	Gil Victor Gil	HCS Tom Haskell	ongoing	Finishing curb and gutter	8/1/2024	Under construction												
	HPM B&C	Wichorse ES - Bond ES #10	Stantec Tanya Berry	Lee Lewis Michaela Watts HPM	ongoing	Wrapping up punch list and final inspections. Still need landscape and paving	6/30/2024	Substantial completion Furniture move in												
	B&C	Transportation - Bond Transportation	Claycomb Christine Walker	S&P Mary Shuckman	ongoing	Installing fuel depot and bus wash. Need	7/30/2024	Water connection needed												
	B&C	3 sidewalks - Bond P&D	Pfuger Cliff Trankus	TBD	7/1/2024	Awaiting drawing from Pfuger. CSP out on Bonfire. May Board approval. Construction over the summer	9/1/2024	CSP bid for contractor needs to go out												
	B&C FACILITY ES	BME HVAC - Bond Mechanical	Honeywell Luis Montes	Honeywell	ongoing		8/1/2024	under construction												
	B&C FACILITY ES	MHS courtyard turf - Bond Interest	Armando	Sleam Team	5/1/2024	Construction to begin this summer	8/1/2024	Awaiting start of construction												
	HPM B&C	SHS Multipurpose - Bond Multipurpose	Pfuger Cliff Trankus	B&B Kyle Pearson HPM	ongoing	TCC received	5/30/2024	Financial Closeout												

Project Management	Department Lead(s)	Project	Architect/Engineer	Contractor	Start Date	Stage of Project	Estimated date of Substantial Completion	Next Steps	ANTICIPATED HOURS											
									12 June	July	Aug	Sept	Oct	Nov	Dec					
M	B&C	BB/SF Complex + Tennis Court		Hellas Construction		Closeout Phase	15-Aug	Final Director's Request Review												
M	B&C	MHS driveway	MISD	TBD bids needed	9/1/2024	Quote approval for June Board mtg.	24-Oct													
M	FACILITIES	PA System PME, OME, DES, BNE, DMS, NMS, NTHS	Honeywell	Honeywell Luis Montes	9/1/2024	Materials have been ordered	8/1/2024	Awaiting start of construction												
M	B&C Police	Firm and Fencing - Safety Grant	TBD	TBD	ASAP	COO and CPD next plan moving forward	Dec-24	Need evaluation from operations and PD												
M	B&C	Bond Budget Reconciliation	MISD			Ongoing		Ongoing - Final Reconciliation Needed												
M	B&C TECH	MHS security cameras (Fencing) - Safety Grant	David	GTS	9/1/2024	Approval in April Board meeting	8/1/2024	Awaiting start of construction												
M	TECH	SHS Security cameras - Bond Camera upgrades	David	GTS	9/1/2024	Approval in April Board meeting	8/1/2024	Awaiting start of construction												
M	B&C TECH	MNTMS Security Cameras - Bond Interest	David	TBD	9/1/2024		TBD	Waiting walkthrough												
M	TECH	MNTHS Security Cameras - Bond Interest	David	TBD	9/1/2024		TBD	Waiting walkthrough												
M	TECH	Staff Device Replacement	David			Quotes	Aug-24													
M	TECH	Student Device Replacement	David			Quotes	Aug-24													
M	TECH, CTE	CTE Lab Refresh	David			Quotes	Aug-24													
TOTAL									73	73	63	59	14	12	4	298				