

# Exhibit C

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## **SUPPLEMENTAL AGREEMENT AND INITIAL INFORMATION**

under the MASTER AGREEMENT  
dated July 28th, 2020  
between the Owner and Architect

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### **AMENDMENT NUMBER TWO TO THE AGREEMENT**

made as of the 22nd day of March in the year of Two Thousand Twentv-Two

**BETWEEN** the Owner:        **DENTON INDEPENDENT SCHOOL DISTRICT**

and the Architect:        **Pfluger Architects, Inc.**

For the following Projects:    Denton Elementary School #26, Riney Road Site, Denton, Texas  
   Denton Elementary School #27, Spiritas Road Site, Little Elm, Texas (or as  
   selected by the Owner)  
   Denton Elementary School #28, Epright Drive Site, Little Elm, Texas (or as  
   selected by the Owner)

The Owner and Architect agree as set forth below:

**TERMS AND CONDITIONS OF SUPPLEMENTAL AGREEMENT BETWEEN OWNER AND ARCHITECT**

Articles I through 13 of the Master Agreement dated July 28<sup>th</sup>, 2020 are attached to this Supplemental Agreement and Initial Information Form, (hereafter referred to as "Supplemental Agreement") incorporated into it by reference and made as fully a part of this Supplemental Agreement as if completely set forth herein. The Owner and Architect further agree that the following terms, conditions, and services modify, replace, and/or supplement the Master Agreement for the project described herein.

**ARTICLE 1 — INITIAL INFORMATION**

**1.1 Scope of Services:**

- 1.1.1 The programming, planning, and design of a new elementary prototype or minor modification to the current prototype to meet new T.E.A., curriculum, and facility to be located on the Riney Road site in the City of Denton as Elementary School #26;
- 1.1.2 The site adaptation of the new or existing prototype along with redesign of the entry/exterior to create an individualized appearance for Elementary School #27 to be located on the Spiritas Road site in the Town of Little Elm; and
- 1.1.3 The site adaptation of the new or existing prototype along with redesign of the entry/exterior to create an individualized appearance for Elementary School #28 to be located on the Epright site in the Town of Little Elm.

**1.2 Budget:**

The Owner’s initial budget for the Cost of Work for each elementary school for all onsite improvements designed, specified, or drawn by the Architect shall be:

\$35,500,000 each (based on an unsubstantiated estimate provided by Balfour Beatty using an inflation of 12% for 2021, 15% for 2022, and 0% for 2023) for a total of \$106,500,000.

Once a budget for the 2023 Bond Referendum is established, the Architect’s fee shall be adjusted accordingly.

**1.3 Key Dates:**

Major project milestone dates:

Issue Construction Documents for Bidding & Negotiations: ES #26 – November 1, 2022

Issue Construction Documents for Bidding & Negotiations: ES #27 – December 1, 2022

Issue Construction Documents for Bidding & Negotiations: ES #28 – January 15, 2023

Start Construction Administration of all (3) projects: upon successful passage of the 2023 Bond Referendum and approval of the Guaranteed Maximum Price by the Board of Trustees

Achieve Substantial Completion of all (3) projects: July 1, 2024.

**ARTICLE 3 - SCOPE OF ARCHITECT’S BASIC SERVICES**

**3.1 Disciplines of Services to be provided:** *(check those which are provided as Basic Services)*

- Architectural
- Landscape Architecture
- Civil Engineering
- Structural Engineering
- HVAC Engineering
- Electrical Engineering
- Plumbing Design
- Foodservice Design
- Roofing and Envelope Consulting
- Technology Consulting
- Other Services as identified in 4.1 of the MASTER AGREEMENT*

Below is a list of identified consultants that will be included on the project team:

Structural Engineering:	L.A. Fuess
Electrical Engineering:	Image Engineering
Plumbing Design:	Image Engineering
Mechanical Engineering:	Image Engineering
Foodservice Design Consulting:	JMK Foodservice Design Consultants
Roofing and Envelope Consulting:	Armko Industries
Technology Consulting:	Jon Warren or as mutually agreed upon

**3.2 Below are the representatives for the architectural firm:**

Principal-in-Charge: Terry Hoyle  
Senior Project Manager: Mike Elmore

**ARTICLE 4 - ADDITIONAL SERVICES**

**4.1 Required Additional Services** (*check all those that apply*)

- Landscape Architecture
- Civil Engineering
- Structural Engineering
- HVAC Engineering
- Electrical Engineering
- Plumbing Design
- Foodservice Design
- Roofing and Envelope Consulting
- Technology Consulting
- Other Services as identified in 4.1 of the MASTER AGREEMENT

Below is a list of identified consultants that will be assigned by Denton I.S.D. and contracted by Pfluger to be included on the project team:

Landscape Architecture:	Ramsey Landscape Architects
Civil Engineering:	RLK Engineering

**4.2 Optional Additional Services**

Services listed below are not included in the *Basic Services* or the *Required Additional Services* but may be required for the Project. The Architect shall provide the *Optional Additional Services* only if specifically directed by the owner.

None identified as of date of this Agreement

**ARTICLE 5 - OWNER RESPONSIBILITIES**

**5.1 Owner Responsibilities**

The Owner responsibilities shall include the following (*Check all those that apply*):

- A. Suggested schedule
- B. Legal description of the site
- C. Certified land survey
- D. Geotechnical tests
- E. Hazardous materials information
- F. List (including samples) of required certificates
- G. Other: Commissioning as required by the 2015 International Energy Code
- H. Other: Third-Party Tornado Shelter Review

**5.2 Owner Representatives**

The following administrative staff shall serve as the representatives of the Owner:

Paul Andress, Executive Director of Operations  
Garry Ryan, Executive Manager of Construction, Planning & Growth

**ARTICLE 11 - COMPENSATION:**

**11.1 Anticipated fee for Basic Services** in accordance with the *Scope of Services* identified in Section 1.1 and the *Budget* described in Section 1.2 per the Cost of Work:

New Design for Elementary #26 per Section 1.1.1:	6.00%
Site adaptation for the new or existing prototype design for Elementary 27 and 28:	4.00%
Mirror the new or existing prototype to accommodate site adaptation:	0.50%
Redesign of the entry/exterior to create an individualized appearance:	0.50%
Change the HVAC system from VRF to geo-exchange:	0.25%
Modifications of the existing prototype to meet current T.E.A., curriculum, and/or facilities standards:	TBD

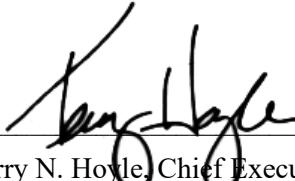
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This Agreement entered into as of the day and year first written above.

**OWNER: DENTON INDEPENDENT SCHOOL DISTRICT**

**ARCHITECT: PFLUGER ARCHITECTS, INC.**

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Doug Chadwick, Board President  
*(Printed Name and Title)*

  
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Terry N. Hoyle, Chief Executive Officer  
*(Printed Name and Title)*