

AGREEMENT
FOR
PROJECT MANAGEMENT SERVICES
BETWEEN
SPLENDORA INDEPENDENT SCHOOL DISTRICT
AND
LOCKWOOD, ANDREWS & NEWNAM, INC.

TABLE OF CONTENTS

Article 1	Definitions	2
Article 2	Relationship of the Parties	3
Article 3	Basic Services.....	5
Article 4	Compensation	5
Article 5	Duration of Basic Services	7
Article 6	Owner's Responsibilities	7
Article 7	Changes in Services and Projects	9
Article 8	Notices	10
Article 9	Insurance	11
Article 10	Indemnification	12
Article 11	Termination and Suspension	13
Article 12	Successors/Assignment/Third Parties.....	15
Article 13	Additional Provisions.....	15
Attachment A	Scope of Services	A1
Attachment B	Organizational and Team Chart	B1
Attachment C	PM Hourly Rates and Estimated Payment Schedule	C1

**Agreement Between
Owner and Project Manager**

This AGREEMENT made this 24th day of June in the Year of 2025.

BETWEEN the Splendora Independent School District ("Owner") and Lockwood, Andrews & Newnam, Inc., ("Project Manager") for Project Management Services in connection with certain projects included in the 2025 Bond Program.

The Owner and the Project Manager agree as set forth below:

**ARTICLE 1
DEFINITIONS**

The following words and phrases appearing in initial capitalization shall for the purposes of this Agreement have the following meanings:

- 1.1 PROJECTS. The term Project as used herein shall refer to each and every project assigned to Project Manager as set forth in Attachment A.
- 1.2 SERVICES. The services to be performed by the Project Manager under this Agreement shall consist of the Basic Services described in Article 3 and any duly authorized Additional Services under Article 7.
- 1.3 BASIC SERVICES. Basic Services shall consist of the services as set forth in Attachment A to be performed and provided by the Project Manager under this Agreement in connection with the Projects.
- 1.4 ADDITIONAL SERVICES. Additional Services shall consist of any additional construction Project management services agreed to be performed by the Project Manager and approved by the Owner in advance in connection with the Projects but which are not specifically set forth as Basic Services on Attachment A. All services performed by the Project Manager will be treated as Basic Services unless the Owner specifically approves a particular service in writing, in advance of performance as an additional service.
- 1.5 WORK. The Work shall consist of all services performed on the Projects under this Agreement.
- 1.6 CONSTRUCTION CONTRACT DOCUMENTS. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the

Owner-Contractor agreement, all of which shall be compatible and consistent with this Agreement.

- 1.7 **CONTRACTOR.** A Contractor is any person or entity that enters into an agreement with the Owner to perform any construction in connection with the Projects, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into any Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Project Manager, Owner's other Project Managers or any Design Consultant.
- 1.8 **BASIC SERVICES COMPENSATION.** Basic Services Compensation shall be the fee designated in Article 4 to be paid by the Owner to the Project Manager in connection with the performance of the Basic Services by the Project Manager.
- 1.9 **ADDITIONAL SERVICES COMPENSATION.** Additional Services Compensation shall be determined in accordance with Article 7.3 to be paid by the Owner to the Project Manager in connection with the performance of Additional Services or on account of the occurrence of an event specified in Article 7.2.
- 1.10 **DESIGN CONSULTANT.** A Design Consultant for the Project is any individual, corporation, partnership or other entity selected by the Owner to prepare drawings and specifications for the construction of any Project within the Owner's overall Bond Program.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1 **REPRESENTATIVE OF OWNER.** The Project Manager shall be a fiduciary agent of the Owner in providing the Services in accordance with the terms and conditions of this Agreement.
- 2.2 **STANDARD OF CARE.** The Project Manager will serve as a fiduciary of the Owner and will represent in a professional manner the interests of the Owner with the utmost good faith, honesty and fairness as required by statute. The Project Manager covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of construction project management practice in the same or similar locality and in accordance with the federal, state and local laws and regulations which are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term hereof. The Project Manager shall not be regarded as a guarantor with respect to any work product provided

hereunder, and makes no warranties or guarantees, express or implied, at common law or created by statute in the rendition of Services under this Agreement.

- 2.3 In providing Services, the Project Manager shall maintain a working relationship with the Owner's staff, Contractors, Design Consultants and other consultants or contractors retained by the Owner. However, nothing in this Agreement shall be construed to mean that the Project Manager supplants or assumes any of the Contractor's or the Design Consultant's contractual or customarily assumed responsibilities. The Project Manager will use its professional efforts to monitor the Work in accordance with the Scope of Services set forth in Attachment A. Subject to this requirement, the Project Manager shall not be responsible for construction means, methods, sequences or procedures utilized by the Contractor or the Contractor's breach of contract; or Contractor's failure to carry out safety or security in connection with the Projects or the performance of the Work; inspection of the Work on the Projects; acts or omissions of the Design Consultant or other service providers not engaged by the Project Manager; or adequacy or accuracy of any part or all of Project design.
- 2.4 **SUBSTITUTION OF PERSONNEL.** The Project Manager and the Owner each respectively reserve the right to substitute duly qualified personnel for the purpose of carrying out their respective responsibilities under this Agreement. Such substitution by the Project Manager of staff listed in Attachment B shall be subject to the approval of Owner, which approval shall not be unreasonably withheld.

ARTICLE 3 BASIC SERVICES

- 3.1 The Project Manager and its staff as described in Attachment B shall perform the Basic Services set forth in Attachment A. The Basic Services shall be performed under and in accordance with this Agreement and the Project documents.

ARTICLE 4 COMPENSATION

- 4.1 **BASIC SERVICES COMPENSATION.** The Owner shall pay the Project Manager the Basic Services Compensation in accordance with the terms and conditions of this Agreement as follows:

- 4.2 The Basic Services Compensation shall be a not to exceed fee of Three Million Two Hundred Thirty-Six Thousand Dollars and Zero Cents (\$3,236,000.00), to be billed as set forth in Attachment C, and inclusive of all reimbursable expenses.
- The Owner reserves the right to add other work to the Scope of Services of the Project Manager hereunder, and adjust the fee of this Agreement by a reasonable amount determined by negotiation between the Owner and the Project Manager.
- 4.3 INVOICES. The Project Manager shall submit invoices no more than monthly to the Owner for payment of the Basic Services Compensation as per Section 4.2 and Attachment C, and for any approved additional services.
- 4.4 PAYMENTS WITHHELD. There will be no retainage held under this Agreement.
- 4.5 PAYMENT. The Owner shall pay all undisputed amounts invoiced to it pursuant to this Article 4 within 30 days after receipt of the invoice. Undisputed payments due the Project Manager that are unpaid for more than 45 days from the date of receipt shall bear interest at the legal rate set forth in Texas Government Code Chapter 2251.
- 4.6 ADDITIONAL SERVICES COMPENSATION. Additional Services Compensation shall be determined and paid in accordance with the provisions of Article 7.

ARTICLE 5

DURATION OF BASIC SERVICES

- 5.1 TOTAL DURATION OF BASIC SERVICES. The duration of Basic Services under this Agreement shall begin as of the Effective Date of this Agreement, and shall continue until the completion of the one-year contractual warranty period for the last Project assigned to Project Manager in Attachment A.
- 5.2 The duration of Basic Services set forth in this Article 5 shall be extended as required in accordance with Article 7 and in the event of any suspension, delay or interruption of the Services or the Work on the Projects pursuant to Articles 10.3 and 11 of this Agreement.

ARTICLE 6 OWNER'S RESPONSIBILITIES

- 6.1 INFORMATION, SURVEYS, REPORTS. The Owner shall retain separate consultants to perform soil and surveyor services, and structural, mechanical, chemical, electrical, conductivity and other laboratory tests, inspections and reports as deemed necessary by the Owner.
- 6.2 OWNER INFORMATION AND APPROVALS. The Owner shall furnish required information and approvals for orderly progress of the Work. If the Project Manager knows of a particular item on which a decision, information or approval is needed from the Owner, the Project Manager shall notify the Owner of that need in writing.
- 6.3 DESIGN CONSULTANT AGREEMENTS. The Owner shall retain and contract separately with the Design Consultants, for design services which are described in the agreement between the Owner and the Design Consultants. The Owner shall cause all agreements between the Owner and the Design Consultants to be compatible and consistent with this Agreement and shall expressly recognize the Project Manager or a substitute as the Owner's agent in providing the Services under this Agreement.
- 6.4 CONTRACTOR AGREEMENT. The Owner shall contract separately with Contractors for the construction of the Projects. The Owner shall cause all agreements between the Owner and Contractors to be compatible and consistent with this Agreement, and such agreements shall recognize the Project Manager or a substitute as the Owner's agent in providing the Services under this Agreement and shall in addition to other provisions require the Contractor to complete the Projects within the time and contract amount stated in such agreements.
- 6.5 CONSTRUCTION CONTRACT DOCUMENTS. Owner will ensure that the Design Consultants provide sufficient copies of Construction Contract Documents to the Project Manager for any projects assigned to Project Manager.
- 6.6 PERMITS AND LICENSES. The Project Manager shall not be obligated to pay for any necessary permits, licenses, fees, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 6.7 OWNER'S REPRESENTATIVE. The Owner shall designate an officer or employee to act in the Owner's behalf with respect to the Projects. The

Owner's Representative for the Projects is its Chief Financial Officer, or other individual as may be designated in writing by the Owner. This person shall be available during working hours as reasonably necessary to examine information submitted by the Project Manager, to render decisions and to furnish information in a timely manner. The Owner is a public body and certain decisions of the Owner can only be made by the Owner's Board of Trustees. This provision does not require the Owner's Representative to perform acts appropriately reserved for the Board of Trustees.

- 6.8 PROJECT MANAGER'S REPRESENTATIVE. The Project Manager's Representative for the Projects is indicated in Attachment B, or other individual as may be designated in writing by the Project Manager. This person shall be available during working hours as reasonably necessary to examine information submitted by the Owner, to render decisions and to furnish information in a timely manner. The Owner agrees not to solicit or hire the Project Manager's employees who are involved with the Project(s) prior to one year after completion of the Project(s).

ARTICLE 7

ADDITIONAL CHARGES AND CHANGES IN SERVICES

- 7.1 CHANGES WITHIN THE GENERAL SCOPE OF PROJECTS. The Owner reserves the right to modify, by addition or reduction, the scope and duration of the Projects. Should the duration of Project Manager's services be required to extend sixty (60) calendar days beyond the Forty (40) month Basic Services term set forth in Attachment C due to factors beyond the control of Project Manager, the Project Manager shall be entitled to receive Additional Services Compensation pursuant to Article 7.3.
- 7.2 EXTENSION OF DURATION OF BASIC SERVICES AND PHASES; ADDITIONAL SERVICES. Should the Project Manager be entitled to Additional Services Compensation because of an extension or renewal of this Agreement, or should the Owner request the Project Manager perform Additional Services, the Project Manager shall be entitled to receive Additional Services Compensation pursuant to Article 7.3.
- 7.3 ADDITIONAL SERVICES COMPENSATION. The amount of Additional Services Compensation to be paid to the Project Manager shall be set forth in an advance written amendment to this Agreement and executed by the Owner and the Project Manager. In the event no agreement is reached as to the amount of Additional Services Compensation to be paid to the Project Manager, the Owner may issue a written order to the Project Manager to

proceed with or to resume the Work on the Projects, and the Project Manager shall proceed or resume the performance of the Services and/or the Additional Services, and such Additional Services Compensation shall be determined on a time-spent basis calculated by multiplying the number of hours spent on performing the Additional Services times the applicable Hourly Billing Rate for the personnel set forth on Attachment C, plus Reimbursable Expenses pursuant to Article 7.4 and any Professional Consultant's fees and expenses pursuant to Article 7.5.

- 7.4 REIMBURSABLE EXPENSES. The Owner shall not be charged any reimbursable expenses resulting from the Basic Services. In connection with Additional Services, reimbursable expenses are those actual expenditures made by the Project Manager, its employees, or its professional consultants, directly as a result of performance of Additional Services. No reimbursable expenses shall be chargeable to the Owner unless such costs are specifically agreed between Owner and the Project Manager prior to performance of Additional Services.
- 7.5 PROFESSIONAL CONSULTANTS. Cost of other professional consultants retained by the Project Manager with regard to such Additional Services shall be invoiced to the Owner with no markup. No professional consultant charges are chargeable unless specifically agreed to in writing by Owner prior to performance of any Additional Services.
- 7.6 PAYMENT FOR SERVICES UNDER THIS ARTICLE. The Project Manager shall submit invoices for the Additional Services Compensation, Reimbursable Expenses, and Professional Consultant's fees and expenses, if approved in advance and in writing by Owner, which shall be paid pursuant to the provisions of Article 4 of this Agreement.

ARTICLE 8 NOTICES

- 8.1 NOTICES. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally, by electronic mail, or five days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner: Splendor Independent School District
Attn: Superintendent
23419 F.M. 2090
Splendor, Texas 77372

To Project Manager: Lockwood, Andrews & Newnam, Inc.
Attn: JP Grom
3700 W Sam Houston Parkway S
Suite 400
Houston, Texas 77042

ARTICLE 9 INSURANCE

9.1 PROJECT MANAGER'S INSURANCE. The Project Manager shall purchase and maintain for the duration of this Agreement insurance for protection from claims under worker's compensation acts in at least the minimum statutory amounts; and claims resulting from negligent acts for which the Project Manager is legally liable arising from (a) claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Project Manager's employees or of any other person and (b) claims for damages because of injury to or destruction of tangible personal property. If any such insurance is cancelled or not renewed, the Project Manager will use its reasonable best efforts to provide equivalent protection acceptable to Owner.

1. Worker's Compensation

- 1) State Statutory
- 3) Employer's Liability; \$100,000 Each Occurrence

2. General Liability (Including comprehensive, contractual, independent contractors, personal injury)

- 1) Bodily Injury
 - a. Each Occurrence, \$1,000,000
 - b. Annual Aggregate, \$1,000,000
- 2) Property Damage
 - a. Each Occurrence, \$1,000,000
 - b. Annual Aggregate, \$1,000,000

3. Automobile Liability

- 1) Bodily Injury
 - a. Each Person \$500,000
 - b. Each Occurrence, \$500,000
- 2) Property Damage
 - a. Each Occurrence, \$300,000
 - b. Each Occurrence, \$500,000; or

3) Combined Single Limit \$1,000,000.

4. Professional Liability/Errors and Omissions

a. \$1,000,000 and Per Claim/Aggregate \$2,000,000.

**ARTICLE 10
INDEMNIFICATION/DAMAGES**

- 10.1 TO THE EXTENT PERMITTED BY LAW, PROJECT MANAGER AGREES TO INDEMNIFY AND HOLD THE OWNER, INCLUDING ITS TRUSTEES, OFFICERS AND EMPLOYEES, HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE PROJECT MANAGER'S NEGLIGENT ACTS OR OMISSIONS AND WILLFUL, RECKLESS OR INTENTIONAL MISCONDUCT UNDER THIS AGREEMENT.
- 10.2 ACTS AND OMISSIONS. The Project Manager shall not be responsible for the acts or omissions of the Owner, Project Managers, any Contractor, or any subcontractor or sub-subcontractor, any Design Consultant, or their agents or employees, or any other persons performing any of the Work. Nothing in this paragraph shall be construed to excuse the Project Manager from liability for its own acts or omissions.
- 10.3 EXCUSABLE DELAY. The Project Manager and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls and/or without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, archaeological finds, war, strikes; failure of any governmental agency to act in timely manner; failure of performance by the Owner or the Owner's other consultants, it's Contractor or any of their subcontractors; or discovery of any hazardous materials or differing and unforeseeable site conditions..
- 10.4 SURVIVAL OF INDEMNITIES. The indemnity hereunder shall survive expiration or termination of this Agreement.
- 10.5 To the extent permitted by law, the Owner shall require its consultants and contractors to indemnify the Project Manager to the extent permitted by law. The Owner shall also require its consultants and contractors, to name the Project Manager as an additional insured to the same extent and on the same insurance policies as they name the Owner an additional insured, to

the extent permitted by law and to provide Project Manager waivers of subrogation.

- 10.6 With the exception of third party claims for bodily injury or property damage, no event shall the Project Manager shall incur liability under this Agreement or otherwise relating to the Services beyond the amount of compensation paid to Project Manager under this Agreement.

ARTICLE 11 TERMINATION AND SUSPENSION

- 11.1 **TERMINATION.** This Agreement may be terminated by Owner for its convenience upon thirty (30) days written notice to the Project Manager. Project Manager will have the right to terminate this Agreement for convenience by giving the other Owner not less than ninety (90) calendar days prior written notice; or in the event that the Project is permanently abandoned. It is the understanding of the Parties that during the notice period described above, the rights and obligations of the Parties shall continue in full force and effect until the applicable date of termination of the Agreement.
- 11.2 This Agreement may be terminated by either party hereto upon thirty (30) days written notice and a reasonable opportunity to cure, should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party, or if the Projects in whole or substantial part are abandoned or stopped for a period of sixty (60) or more days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, provided that if the Projects as a whole are terminated at a time when one or more projects are under construction, the Project Manager will continue to perform on said sub-project if required to do so by the Owner.
- 11.3 In the event of a termination under Article 11.1 for the convenience of the Owner or under Article 11.2 or in the event of a termination by Project Manager under Article 11.2 for cause, the Project Manager shall be paid only its compensation for Services performed to the date of termination or abandonment, including expenses and services of Project Manager's professional consultants already performed and then due.
- 11.4 **SUSPENSION.** The Owner may order the Project Manager in writing to suspend, delay or interrupt all or any part of the Work on a Project for a sixty

(60) day period for the convenience of the Owner, or because of events beyond the control of the Owner or the Project Manager. The Project Manager may suspend, delay or interrupt all or any part of the Work on a Project simultaneously with its notice of termination should the Owner fail to pay Project Manager's invoices in accordance with this Agreement. Such shall not be applicable to those invoices or portions of unpaid invoices for services negligently performed by Project Manager.

- 11.5 Any time after the sixty (60) day suspension period, Project Manager may, at its sole option, elect to terminate this Agreement or remobilize on the Project(s) and resume the Services. The Project Manager shall restore construction site personnel and office personnel to its former size as quickly as is reasonably feasible upon its election to remobilize.
- 11.6 Personnel assigned to another project during such period and not available to return to the Projects upon the termination of the suspension, delay, or interruption shall be replaced by new personnel.
- 11.7 **SUSPENSION OF WORK WHERE ASBESTOS OR OTHER TOXIC OR HAZARDOUS MATERIAL IS FOUND.**

The Project Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at a Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

In the event the Project Manager or any Contractor encounters on the Project site material reasonably believed to be asbestos, PCB or any other toxic or hazardous material which has not been rendered harmless and which is not part of the Work to be performed by the Contractor on the Project, the Project Manager shall immediately stop Work in the affected area and report the condition to the Owner in writing. The Work in the affected area shall not thereafter resume except by written agreement of the Owner and the Project Manager if in fact the material is asbestos, PCB or any toxic or hazardous material and has not been rendered harmless. The Work in the affected area shall resume in the absence of asbestos, PCB or any other toxic or hazardous material, or when it has been rendered harmless, by written agreement of the Owner and Project Manager.

The Owner shall not require the Project Manager to perform without its consent any Services relating to asbestos, PCB or any other toxic or hazardous material.

In the event of any suspension, delay or interruption of any or all of the Work on a Project pursuant to this article, the Total Duration of Basic Services and the duration of the Phases under Article 5 shall be extended by a period of time corresponding to the impact such suspension has on the completion of all of the Work of the Project covered by this Contract, and the Project Manager shall be entitled to receive Additional Services Compensation in accordance with Article 7.

- 11.8 EFFECT OF DELAY OR SUSPENSION. A suspension, delay or interruption of the Work on a Project shall not terminate nor void this Agreement.

ARTICLE 12 SUCCESSORS/ASSIGNMENT/THIRD PARTIES

- 12.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and successors of the Project Manager.
- 12.2 ASSIGNMENT. Neither the Owner nor the Project Manager shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Project Manager may not assign accounts receivable to a commercial bank or financial institution for securing loans without the prior approval of the Owner.
- 12.3 THIRD PARTIES. This Agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between the Project Manager and any third party, including but not limited to the Design Consultant and the Contractor. Nothing contained in this Agreement, nor the performance of the parties hereunder shall inure to the benefit of any third party. Owner shall not assign, to any third party, any current or future claims that Owner currently has or may have in the future against Project Manager its subconsultants, affiliates, employees, officers or its shareholders. It is also agreed that Project Manager is acting as Owner's fiduciary agent under this Agreement.

ARTICLE 13 ADDITIONAL PROVISIONS

- 13.1 DOCUMENTS AND RECORDS. All work-product, instruments of service, Project documents and other deliverables of the Project Manager under this agreement shall be considered the property of Owner. Upon

termination or expiration of this Agreement, upon payment in full to the Project Manager, the Project Manager shall, upon written request from the Owner, return to the Owner all documents and records provided by the Owner which are in the Project Manager's possession or control and shall deliver all Project files maintained by the Project Manager for the Projects. However, the Project Manager shall be allowed to make copies of all such documents, records, information and material. Reuse of such documents, records, information and materials on extensions of this Project or on any other Project without specific site adaptation by Project Manager shall be without liability to the Project Manager and at the Owner's sole risk. **Owner agrees to indemnify and hold harmless Project Manager for any damages to Project Manager resulting from such reuse.** Further, notwithstanding anything to the contrary contained herein, all previously owned intellectual property of the Project Manager, including but not limited to any computer software, tools, systems, equipment or other information used by Project Manager or its lower tier consultants, if any, in delivering the services hereunder, and any know-how, methodologies, or processes used by Project Manager to provide the services to the Owner, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of the Project Manager or its lower tier consultants.

13.2 GOVERNING LAW. Unless otherwise specified, this Agreement shall be governed by the law of the State of Texas. Venue of any dispute shall be in Montgomery County, Texas. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. The Owner and Project Manager 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 in accordance with the requirements of non-binding mediation as a required condition precedent to the filing of litigation by either party. Each Party shall bear its own costs associated with such Mediation.

13.3 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the Owner and the Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No part of the proposal for this work from the Project Manager is a part of this Agreement. The schedule for the work and the

staffing plan made a part of the proposal do not constitute contract documents.

- 13.4 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the Owner and the Project Manager.
- 13.5 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 13.6 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 13.7 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 13.8 INTERPRETATION OF CERTAIN WORDS. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 13.9 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 13.10 CONFLICT AMONG CONTRACTS. In the event of any conflict between the terms and provisions of this Agreement and the Owner-Design Consultant's agreement and/or the Owner-Contractor agreement, the terms and provisions of this Agreement shall control the relationship between the parties to this Agreement.
- 13.11 BOYCOTT ISRAEL AND TERRORIST ORGANIZATIONS. Project Manager hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Project Manager hereby certifies and verifies that neither Project Manager, nor any affiliate, subsidiary, or parent company of Project Manager, if any (the "Project Manager Companies"), boycotts Israel, and contractor agrees

that Project Manager and Project Manager Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

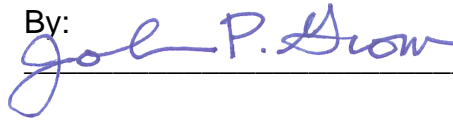
- 13.12 Project Manager hereby verifies and affirms that it does not and will not boycott energy companies. Project Manager further verifies and affirms that it does not and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and that it does not have a written or unwritten internal practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.
- 13.13 NATIONAL CRIMINAL HISTORY. To the extent applicable to a Project, Project Manager shall comply with the provisions of Section 22.0834 of the Texas Education Code and related provisions of the Texas Administrative Code. The form of certification by the Project Manager shall be supplied by the Owner, and must be supplemented by the Project Manager as required by law, or as requested by Owner.
- 13.14 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.
- 13.15 OPINIONS OF COST. Project Manager's opinions of probable Construction Cost provided for herein are to be made on the basis of Project Manager's experience and qualifications and represent Project Manager's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Project Manager has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Project Manager cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Project Manager. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

PROJECT MANAGER

Lockwood, Andrews & Newnam, Inc.

By:

 June 24, 2025
Date

Printed Name: John P. Grom

Title: Vice President

OWNER

Splendora Independent School District

By:

Dustin Bromley, Ed. D. Date
Superintendent

ATTACHMENT A

SCOPE OF SERVICES

The Project Manager's scope of services for Project Management are hereby outlined as for the following assigned Projects; Total Project Cost of \$139,575,050.00:

- 1) Splendora High School Auditorium Addition (Phase 1), CTE Renovations and Athletic Additions
 - a) Scope of the Project:
 - i) 26,500 SF, 650 seat auditorium with lobby, ticket booth, audio visual booth, band hall and practice rooms
 - ii) 1,100 SF addition to Autobody shop space
 - iii) 2,200 SF renovation to Health Science classroom and lab
 - iv) 11,900 SF addition for weight room expansion, training room, coaches' office, baseball and soccer locker rooms and showers
 - b) Approximately 41,700 square feet
 - c) Total Project Cost = \$30,162,120
 - d) Construction Cost allocation = \$21,105,320
 - e) Schedule requirements: Substantial completion December 2027
 - f) Architect = Huckabee
 - g) Construction Delivery Method = Competitive Sealed Proposal
 - h) Other information
 - i) Not applicable
- 2) Junior High School Number 2
 - a) Scope of the Project: 1,250 student junior high school, prototypical design based on the Splendora Junior High School at 14395 Canopies Parkway, Splendora.
 - b) Approximately 190,000 square feet
 - c) Total Project Cost = \$95,646,350
 - d) Construction Cost allocation = \$65,389,950
 - e) Schedule requirements: Substantial completion June 2028
 - f) Architect = Huckabee
 - g) Construction Delivery Method = Competitive Sealed Proposal
 - h) Other information
 - i) Located at the current site of Peach Creek Elementary and current East Campus facilities
 - ii) Project includes demolition of East Campus facilities
 - (1) Peach Creek Outdoor Pavilion
 - (2) Peach Creek Gym
 - (3) Instructional Services
 - (4) Technology
 - (5) Food Pantry
 - (6) Purchasing
 - (7) Maintenance, Custodial, Child Nutrition Offices
 - (8) Child Nutrition Warehouse

(9) Greenleaf ES (entirety)

- 3) District-Wide Support Services Facility (Phase 1)
 - a) Scope of the Project: Warehouse space for Child Nutrition, Purchasing, Custodial and IT
 - b) Approximately 29,400 square feet
 - c) Total Project Cost = \$13,766,580
 - d) Construction Cost allocation = \$9,922,500
 - e) Schedule requirements: Substantial completion June 2028
 - f) Architect = Undetermined at this time
 - g) Construction Delivery Method = Competitive Sealed Proposal
 - h) Other information
 - i) Project will be located on a 32 acre site approximately one quarter mile north of the planned Junior High Number 2
 - ii) The site has been cleared
 - iii) Project will include a network operations center. The scope of the network operations center is undetermined at this time. It has not been determined if the network operations center will be a standalone building or incorporated into the District-Wide Support Services Facility. The determination of the scope and location may impact the project schedule and / or budget.
 - iv) The completion of this project is a predecessor task to the commencement of whole building demolition necessary to commence construction of the Junior High Number 2 project.

The use of the term "Project" herein refers to all each and every project assigned to Project Manager.

I. MOBILIZATION AND PROGRAMMING PHASE

1. Arrange meetings and design sessions to facilitate design inputs by Owner including administration, directors, and support services. Because a prototype design methodology will be used, excludes meetings with, staff, teachers, and students as well as committees and the community. Basic functions of the chosen prototype design will be reviewed in conjunction with Owner staff in conjunction with the Architect to verify: (a) design objectives, limitations and criteria; (b) overall occupancy and specific departmental and room occupancies; (c) space requirements for rooms and departments, including relationship and flow diagrams; (d) attributes for rooms and departments; (e) room and departmental relationships and their relative importance; (f) need for flexibility, phasing and future Project expansion; (g) materials handling requirements (i.e. food, trash, and supplies); (h) need for special equipment and systems; (i) site space and equipment requirements for playgrounds, parking and service zoning; and, (j) orientation considerations (i.e. climatic, energy, views, traffic/parking and safety).

2. Review and assist with Project Budgeting, performing reconciliation of project budgets and payments made by the Owner to prime vendors on the projects. Owner will provide all purchase orders, contracts, commitments, invoices and payments records, necessary for review and reconciliation.
3. Review and assist with Project Development Scheduling
4. Agency Consulting, Review, and Approval - Research and identify applicable regulations, zoning and building requirements and inform Owner of any necessary approvals from local, state and federal agencies. Include individual binders of each project which would include at a minimum the following: vesting deeds and all restricting documents and easements, post-closing and closing documents (if applicable) and platting documents
5. Presentations – Assist, upon request, with presentation of Programming Documents to Owner's Board and/or Board committees for approval.

Project Controls: Utilize and assist Owner (as needed) in implementing project controls software. Project Manager's Basic Services Fee assumes implementation and utilization of Owner's instance of Projectmates, and licenses for the Project Manager.

II. PRE-DESIGN PHASE

1. Project Schedule – Assist Owner in developing and implementing a Project Schedule. The Project Schedule will contain key milestones to be achieved in designing and constructing Projects (design phases, approvals, bid, award dates, etc.). Project Schedule will incorporate dates for Projects already under design or construction. Once Project Schedule is approved by Owner, a more comprehensive List of Critical Dates will be prepared. Project Manager will assist in presenting the proposed Project Schedule to the Owner for approval.
2. List of Critical Dates – Assist Owner in developing from Project Schedule a list of Critical Dates for the various activities which are critical for the successful completion of the design and construction of Projects, including obtaining appropriate approvals.
3. Project Budget – Assist Owner in developing and implementing a Project Budget. The Master Budget will be comprised of separate budgets for Design, Construction, Equipment, Furniture, Technology, Contingency, Site Acquisition, Engineering Testing, Studies and other categories as appropriate for incorporation in each project to be constructed or renovated as part of the Project. Once approved by Owner, the Project Budget will form the base line document from which all costs will be measured against and cannot be changed except by

written approval of Owner.

4. Project Cost Model - Based on the approved Project Budget, Project Manager will prepare a Project Cost Model further categorizing and displaying various building components as budgeted. The Project Cost Model will be used as the basis of monitoring cost throughout the Project.
5. Selection - Assist Owner in selection of Architects and Engineers, and other design professionals.
6. Architect Agreements - Review and comment on Owner-Architect, and other Design Professionals, Agreements.
7. Orientation - Assist Owner in conducting a consultant orientation session whereby the Project parameters, including scheduling requirements, budget requirements, Project requirements, site conditions, soils investigation parameters and any physical and administrative constraints, are made known to all consultants retained by Owner in connection with each Project.
8. Site Development - Project Manager will work with District to define appropriate activities and schedule milestones for site development. These milestones will be included, as appropriate, for specific Projects and summarized in the Master Schedule. Monitor roads and utility improvements.

III. DESIGN PHASE

1. Design Phase Coordination – Assist Owner in coordinating the Architects activities and provide leadership in assuring the design phase. Assist Owner in reviewing Design Phase documents to conform compliance with programming, design standards, budgets and schedules.
2. Project Conference – Assist in conducting Project Design Conferences in conjunction with the Architects, Owner and other appropriate parties. These Conferences will provide the forum to further analyze the budget and scheduling constraints of Projects and will serve as a means to launch the design team in a unified and clear direction with regard to Project parameters.
3. Design Schedule – Participate in design progress meetings with Owner, the Architect and other appropriate parties.
4. Cost Control Procedure – Assist Owner in implementing and maintaining cost control procedures throughout the Design Phase.

5. Project Manager Recommendations - Make recommendations to Owner and the Architects with respect to constructability, construction cost, phasing and sequence of construction, scheduling and separation of the Projects into contracts for various categories of work. Provide constructability reviews of design documents with Project Manager's staff. Prepare written review and maintain follow-up log for quality assurance. Upon written request by the Owner, Project Manager will offer a Quality Control review of Architect's submission documents using Project Manager's in-house licensed architects and engineering professionals, for an Additional Services fee of \$51,600.00.
6. Update Project Schedule - During the Design Phase, Project Manager will assist with and recommend revisions to the Project Schedule.
7. Agency Review - Coordinate transmittal of Contract Documents to regulatory agencies for review and approvals by such agencies to the extent possible. Project Manager will not transmit Contract Documents to regulatory agencies until Project Manager has reviewed the Contract Documents for compliance with District's requirements and completeness.
8. Project Status Report – Assist Owner in generating a monthly Project Status Report which will include schedule maintenance reports, cost status reports and cash flow analyses.

IV. PRE-CONSTRUCTION PHASE

1. Selection - Assist Owner in determining the procurement methods to be utilized for each Project. Assist Owner in evaluating prospective Proposers for any Project. Attend pre-proposal conferences to assist the Owner and the Architect.
2. Contract Negotiations - Provide assistance to Owner in contract negotiations with the Contractor and preparation of contracts.
3. Develop, in consultation with Owner, requirements for furniture for each facility. Manage furniture procurement.

V. CONSTRUCTION PHASE

1. Site Management - Provide once per week on-site project representation and site visits.
2. Pre-Construction Conference – Assist Owner and Architect with pre-construction meetings with the successful Contractor.

3. Submittal Procedures – Project Manager will assist the Owner and Architect in establishing and implementing procedures for use via the Project Control software in the submittal and the review process of the shop drawings, samples, test reports, change orders and applications for payment and will maintain logs, files and other necessary documentation relating to such submittals.
4. Contract Administration - Monitor and expedite the progress of the construction work and compliance with contractual requirements by all parties involved in the Project.
5. Progress Meetings – Conduct regular job coordination meetings with the Contractor and the Architect and record, transcribe and distribute a report on such meetings to all attendees and other appropriate parties.
6. Coordination of Technical Inspection and Testing - In instances where technical inspection and testing are conducted, inspection and testing providers will be assigned to specific projects by Project Manager. Project Manager will assist Owner in the negotiations, execution of contracts and monitoring contract compliance for these services in accordance with Splendora ISD's purchasing policies.
7. Progress Payments - Review, approve and make recommendations to Owner pertaining to monthly applications for payment submitted by the Architect, Contractor and other applicable parties.
8. Non-Compliant Work or Schedules - Make recommendations to Owner, request the Architect's opinion, and where appropriate give directions to the Contractor, in instances where Project Manager observes construction work that appears to be behind schedule, defective or not in conformity with the Contract Documents.
9. Change Order Control System – Assist Owner in reviewing change orders, contingency and allowance expenditures, and verifying the costs thereof.
10. Contractor Claims and Safety – Assist Owner in the preliminary evaluation and review of Contractors' safety programs, as well as any claims.
11. Quality Review – Assist Owner in monitoring the quality of construction and the progress of construction.
12. Manage move coordination activities, including portable buildings instructional materials, music instruments, furniture, shop equipment and personal belongings.
13. Assist with coordination of Owner Furnished Owner Installed (OFOI) and Owner

Furnished Contractor Installed (OFCl) items.

14. Substantial Completion - Attend the Substantial Completion Inspection performed by the Architect's team and Contractor to make determinations as to whether all or significant portions of construction is substantially complete and assist the Architect in notifying the Contractor of any observed incomplete or defective work.
15. Final Completion – Project Manager will attend the Final Inspection of the project performed by the Architect and Contractor.
16. Whole building demolition management and associated site clearing and restoration services

VI. POST CONSTRUCTION PHASE

1. Assist Owner with Start-Up Occupancy, Operating Instructions, collection of Manuals and Guarantees, and Coordination with Commissioning Agents. Assist the Architect, Contractor and Owner in obtaining the project Certificate of Occupancy
2. Assist with monitoring the correction of any design and/or construction related issues that arise during the 12-month warranty period by the Architect and/or the Contractor and/or the Commissioning Agent.

VII. OTHER BASIC SERVICES

1. Project Meetings - In normal execution of its responsibilities Project Manager may be requested to attend a variety of meetings, both internal. Some will occur during normal business hours and others may occur after normal business hours. Examples of the types and frequency of meetings may include:
 - Bond Oversight Committee meetings (as requested)
 - Project Review Meetings with Owner's staff (monthly)
 - Coordination Meetings with Owner's staff related to planning, design and construction (as requested)
 - Local Governmental Agencies (as requested)
 - Board and Board Committee Meetings (as requested)
2. Communications Activities - Participate in meetings with Superintendent and designated staff related to the projects. Prepare monthly Bond update reports for consumption by Board of Trustees and Superintendent. Attend and present quarterly at Board of Trustees meeting.

VIII. EXCLUDED SERVICES

1. Preparation or coordination of documents and presentations required by the Texas Education Agency's Commissioner's Rules Concerning School Facilities, Subsection 61.1040 School Facilities Standards for Construction on or after November 1, 2021
2. Development of Technical Requirements for Construction (Master project specifications), and Educational Specifications
3. Provide consultation on existing site analyses and new site analyses and selection
4. Payroll compliance services
5. Project Controls software unique installation, and configuration or licenses.
6. Life-cycle cost analysis
7. Affirmative action, diversity compliance and outreach
8. Preventative Maintenance planning
9. Procurement of instructional materials and classroom consumables

END OF ATTACHMENT A

ATTACHMENT B

ORGANIZATIONAL AND TEAM CHART

- 1) Program Principal – JP Grom**
 - a) Program Manager – Robert Arcement**
 - i) Project Inspector – Tony Smith**
 - ii) Project Coordinator – Juanita Soto**
 - iii) In-House engineering staff (Additional Service, upon request)**

ATTACHMENT C

PM FEES AND ESTMATED PAYMENT SCHEDULE

The payments due under Article 4.2 of the Agreement for the services described in Attachment A to the Project Manager shall be billed monthly and distributed equally over Forty (40) months. When authorized in advance by the Owner in writing under Article 7, reimbursable expenses incurred will be billed monthly at the time of billing.

When authorized, Owner shall pay Project Manager for Additional Services as follows: General. For services of Project Manager's principals and employees engaged directly on the Project performed or furnished, an amount equal to Project Manager's direct labor cost times a factor of 3.5. Direct Labor Cost means salaries and wages (basic, premium and incentive) paid to personnel, but does not include indirect payroll related costs or fringe benefits.