Agenda of Regular Meeting

The Board of Trustees
McAllen Independent School District

VISION The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.

MISSION The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.

GOALS
1. Student Achievement/Student Focus
2. People Development
3. Facility Priorities
4. Financial Priorities

STRATEGIES
1. Branding
2. Attract/Retain High Quality Staff
3. Engaging Learning Environment
4. Rigorous/World Class Standards to Customize for Every Learner
5. Partnerships with Business/Civic/Education/Organizations
6. Future Ready Students
7. Financial Priorities

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, May 11, 2020, beginning at 5:00 PM in the by Video-conference or by Telephone call, www.mcallenisd.org or 956 618-6094, McAllen, TX 78501. At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Attention: The regular business portion of the meeting for the public, beginning with agenda item #4, will begin at approximately 6:00 p.m.

1. **CALL MEETING TO ORDER**
2. **PUBLIC COMMENT(S)**
3. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, and 551.074 Texas Government Code, to discuss the following:**

   A) Human Resources Recommendation(s) for School Year 2020-2021

   B) Human Resources Employee Resignation(s) for School Year 2019-2020

   C) Superintendent's Recommendation Concerning the Renewal of 2019-2020 Employee Contracts of Teachers and Other Professional Personnel for the 2020-2021 School Year - Policy DC (LEGAL)

D) Withdrawal of Teacher Resignation

E) Pending and/or Potential Litigation

F) Possible Real Estate Acquisition

4. **RECONVENE IN OPEN SESSION**
5. **INVOCATION**
6. **PLEDGE OF ALLEGIANCE**
7. **SUPERINTENDENT'S REPORT(S)** District Teachers of the Year Honor

   Presenter: Dr. J. A. Gonzalez, Superintendent
8. **BOARD REPORT**
9. **RECOGNITION(S)**

   A) Recognition of District Teachers of the Year
   Item Submitted: Norma Zamora-Guerra, Director Community Information

   Presenter: Dr. J. A. Gonzalez, Superintendent
10. **PROCLAMATION(S)**

    A) Approval of Proclamation Regarding Better Hearing and Speech Month (May 2020)
    Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

    Presenter: Dr. J. A. Gonzalez, Superintendent
11. **DONATION(S)**
12. **BOARD MEMBER(S), BOARD COMMITTEE(S) AND DISTRICT REPORT(S)**

    A) Board Committee Reports

    1. Instructional Services Briefing - Chair - Sam Saldivar, Jr.
    2. Human Resources Briefing - Chair - Tony Forina
    3. District Operations Briefing - Chair - Debbie Crane Aliseda
    4. Business Operations Briefing - Chair - Danny Vela

    B) District Reports

    1. Report Regarding the Delinquent Tax Collections for the Period of January 1, 2020 to March 31, 2020
       Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

       Presenter: Dr. J. A. Gonzalez, Superintendent
13. **ACTION ON ITEM(S) IN CLOSED SESSION**

    A) Approval of Human Resources Recommendation(s) for School Year 2020-2021
    Item Submitted: Todd Miller, Assistant Superintendent Human Resources

    Presenter: Dr. J. A. Gonzalez, Superintendent

    B) Human Resources Employee Resignation(s) for School Year 2019-2020
    Item Submitted: Todd Miller, Assistant Superintendent Human Resources

    Presenter: Dr. J. A. Gonzalez, Superintendent

    C) Approval of Superintendent's Recommendation Concerning the Renewal of 2019-2020 Employee Contracts of Teachers and Other Professional Personnel for the 2020-

2021 School Year - Policy DC (LEGAL)
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

D) Approval of Withdrawal of Teacher Resignation
Item Submitted:Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

E) Pending and/or Potential Litigation

F) Possible Real Estate Acquisition

14. **CONSENT AGENDA ITEMS**

A) Approval of Memorandum of Understanding No. 2021-096 - Hidalgo County Juvenile Justice Alternative Education Program (JJAEP)
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

B) Approval of Bid No. 2020-260 Purchase and Installation of Fence at Various Locations
Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

C) Approval of Agreement No. 2020-307 with lndeco Sales, Inc., through Request for Cooperative Quotes No. 2020-300 through Texas Association of School Board (TASB) BuyBoard Cooperative for Science Lab Renovations
Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

D) Approval of Final Payment to Innovaera, Inc. dba SuperNova on Competitive Sealed Proposal No. 2018-208 - Dr. Rodney D. Cathey Middle School and Michael E. Fossum Middle School New Surveillance Camera Systems
Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

E) Approval of First Amendment to Agreement with Linebarger Goggan Blair & Sampson LLP through RFO 2015-051 McAllen Veterans Memorial Stadium Scoreboard Sponsorship and Advertising
Item Submitted: Norma Zamora-Guerra, Director Community Information

Presenter: Dr. J. A. Gonzalez, Superintendent

F) Approval of First Amendment to Lease Agreement No. 2015-141 with PNC Equipment Finance, LLC
Item Submitted: Norma Zamora-Guerra, Director Community Information

Presenter: Dr. J. A. Gonzalez, Superintendent

15. **INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

A) **Instructional Services, Instructional Leadership Item(s)**

B) **Human Resources Item(s)**

C) **District Operations Item(s)**

1. Approval of Resolution for Texas Association of School Boards Superintendent of the Year
   Item Submitted: Norma Zamora-Guerra, Director Community Information

   Presenter: Dr. J. A. Gonzalez, Superintendent

D) **Business Operations item(s)**

1. Approval of the McAllen Independent School District April Budget Amendment for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020
   Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

   Presenter: Dr. J. A. Gonzalez, Superintendent

2. Approval of the Continuation of the Collection of Taxes Contract with the Hidalgo County Tax Office
   Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

   Presenter: Dr. J. A. Gonzalez, Superintendent

3. Approval of Update to Board Policy CH (Local) - Purchasing and Acquisition (Second Reading)
   Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

   Presenter: Dr. J. A. Gonzalez, Superintendent

E) **Board of Trustees Item(s)**

1. Approval of Board of Education Meeting Minutes

   a) Regular Board Meeting - April 27, 2020 - 5:00 P.M.

16. **SCHEDULE OF FUTURE MEETINGS**

A) May 13, 2020-Board Workshop-5:30 PM - Video Conference

B) May 18, 2020-Special Board Meeting-5:30 PM - Video Conference

C) May 20, 2020-Special Board Meeting-5:30 PM - Video Conference

17. **CLOSED SESSION: The Board of Trustees may reconvene in Closed Session for further discussion regarding the agenda item(s) listed.**

18. **OPEN SESSION: The Board of Trustees may reconvene into Open Session for discussion regarding the agenda item(s) listed.**

19. **ADJOURNMENT**

BOARD RECOGNITION FORM
McALLEN INDEPENDENT SCHOOL DISTRICT

Meeting Date (Recommended): May 11, 2020

Title of Recognition: Recognition of District Teachers of the Year

Person(s) Being Recognized (include names & description i.e student at X High School):
Recognition of 2020 McAllen ISD District Teachers of the Year.

Reason for Recognition:These two teachers are Campus Teacher of the Year. They have now been selected to represent the District in Regional Teacher of the Year competition

Please note any items that will be presented: None

Photographer Requested: Yes

AV needs: None

Name of Presenter: Norma Zamora-Guerra
Phone: (956)618-6023
EMail: norma.z.guerra@mcallenisd.net

Approved for Recognition: _____
Superintendent

May 6, 2020

PROCEDURE FOR BOARD RECOGNITION
1. Fill out "Board Recognition Form" in its entirety at least 12 working days before the recommended date for presentation.
2. Submit completed form to Community Information Office with a cc to immediate supervisor and the Secretary to the Board of Trustees

Following the superintendent's executive team approval, confirmation of recognitions (year-at-a-glance) will be done via e-mail each week. Honorees are instructed to report to the Community Information office at 5:15 p.m. on their designated Board Meeting date.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Proclamation Regarding Better Hearing and Speech Month (May 2020)

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION: To proclaim May as Better Hearing and Speech month. To recognize the efforts of all speech-language pathologists and assistants throughout our district who work to help these individuals with communication disorders to lead independent, productive and fulfilling lives.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: N/A

LEGAL REVIEW: None Required.

BUDGETARY CONSIDERATIONS: None Required.

RECOMMENDED BOARD ACTION: That the Board of Trustees approve the Proclamation Regarding Better Hearing and Speech Month (May 2020).

SUBMITTED BY: Maribelle ELizondo (May 4, 2020)

SUPERVISOR: Silvia Ibarra (May 4, 2020)

For further information contact:
Name: Maribelle Elizondo
Office: (956) 632-3285
eMail: maribelle.elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

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Superintendent of Schools May 4, 2020

McALLEN
INDEPENDENT SCHOOL DISTRICT

Proclamation



State of Texas
County of Hidalgo
McAllen Independent School District

Whereas, an estimated 40 million Americans, or 1 in 10 families, have some type of communication disorder, with economic costs exceeding $30 billion due to lost work productivity, special education and medical treatment; and

Whereas, residents of McAllen who have overcome their communication disabilities through the services of dedicated audiologists and speech- language pathologists should be recognized; and

Whereas, we recognize and value the efforts of all audiologists and speech-language pathologists throughout our nation who work to help these individuals with communication disorders to lead independent, productive and fulfilling lives; and

Whereas, May is observed and celebrated as Better Hearing and Speech Month by audiologists and speech-language pathologists; now

Now Therefore, I, Conrado Alvarado, Secretary, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the month of May 2020 be observed as

"Better Hearing and Speech Month"

I urge all citizens to recognize the achievements of audiologists and speech- language pathologists in improving the quality of life for people with communication disorders.

IN WITNESS WHERE OF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 11th day of May, 2020.

_____
Conrado Alvarado, Secretary, Board of Trustees
McAllen Independent School District

Attest:

_____
Marco Suarez, President, Board of Trustees
McAllen Independent School District

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Report Regarding the Delinquent Tax Collections for the Period of January 1, 2020 to March 31, 2020

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In order to keep the Board of Trustees informed, the firm of Linebarger, Goggan, Blair & Sampson LLP has prepared the enclosed Delinquent Tax Collection Report.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The report summarizes the results achieved by Linebarger, Goggan, Blair & Sampson LLP on the delinquent tax collection efforts for the 2019 - 2020 fiscal year.

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding the Delinquent Tax Collections for the Period of January 1, 2020 to March 31, 2020 is submitted to the Board for information purposes only and requires no Board action.

SUBMITTED BY: Adel Felix

SUPERVISOR: Cynthia Medrano-Richards

For further information contact:
Name: Adel Felix, CPA, CFE
Office: (956) 618-6016
Email: adelita.felix@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools



Third Quarter Report

January 1, 2020 through March 31, 2020

Linebarger Goggan Blair & Sampson, LLP

1512 S. Lone Star Way, Edinburg, Texas 78539 Phone: 956-383-4500 Fax: 956-383-7820

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
1512 S. Lone Star Way
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

May 11, 2020

Mr. Marco Suarez, President
Mr. Sam Saldivar, Jr., Vice-President
Mr. Conrado Alvarado, Jr., Secretary
Ms. Debbie Crane Aliseda, Trustee
Mr. Larry Esparza, Trustee
Mr. Tony Forina, Trustee
Mr. Daniel D. Vela, Trustee
Dr. José A. Gonzalez Ed. D, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501

RE: Delinquent Tax Collection for January 1, 2020 through March 31, 2020

Dear Dr. Gonzalez and Board of Trustees:

The Linebarger Goggan Blair & Sampson, LLP third quarter delinquent tax collection report highlights our delinquent ad valorem tax collection program on behalf of McAllen Independent School District. Our collection results, as noted herein, indicate our efforts continue to be successful for the McAllen Independent School District.

Please know that we truly appreciate the opportunity to represent McAllen Independent School District on all delinquent ad valorem tax matters. As always, we will continue to provide McAllen Independent School District with quality representation, consistent results, and an ample experienced staff of attorneys, legal assistants and a certified tax assessor collector dedicated to servicing your account. We are available to address any questions you may have or to discuss any concerns that interest you at your convenience.

Sincerely,



Kelly R. Salazar
Partner

LINEBARGER GOGGAN BLAIR & SAMPSON APPROACH

- *Demand Mailings*
- *Litigation Statistics*
- *Taxpayer Contact*
- *Personal Visits*
- *Sheriff's Sales*

The delinquent tax collection program for the McAllen Independent School District continues to emphasize two basic premises: work with individual taxpayers to collect taxes owed to McAllen Independent School District and use tool of litigation as a final option.

DEMAND MAILINGS

Our extensive mailing program is designed to advise people who have not paid their McAllen Independent School District taxes of their delinquency. During the course of this third quarter, we sent delinquent notices, with varying degrees of intensity to the delinquent taxpayer. The intensity of the notice varies on factors such as; time of year, type of property and the particular needs of the jurisdiction.

- 2 Demand Mailings –2,485 Statements Mailed

SUMMARY

Taxpayer Contact

- *Over 3,882 Phone Calls*
- *Over 321 Walk-ins*
- *Over 302 Payoff Requests*
- *Over 439 Property Inspections*

Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties including all lien holders, are identified and served with notice of the lawsuit.

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits Filed	105	$268,478
• Lawsuits Disposed	35	$206,668
• Judgments Taken	17	$49,296
• Tax Warrants	11	$15,950
• Pending Litigation as of 3/2020	354	$1,924,346

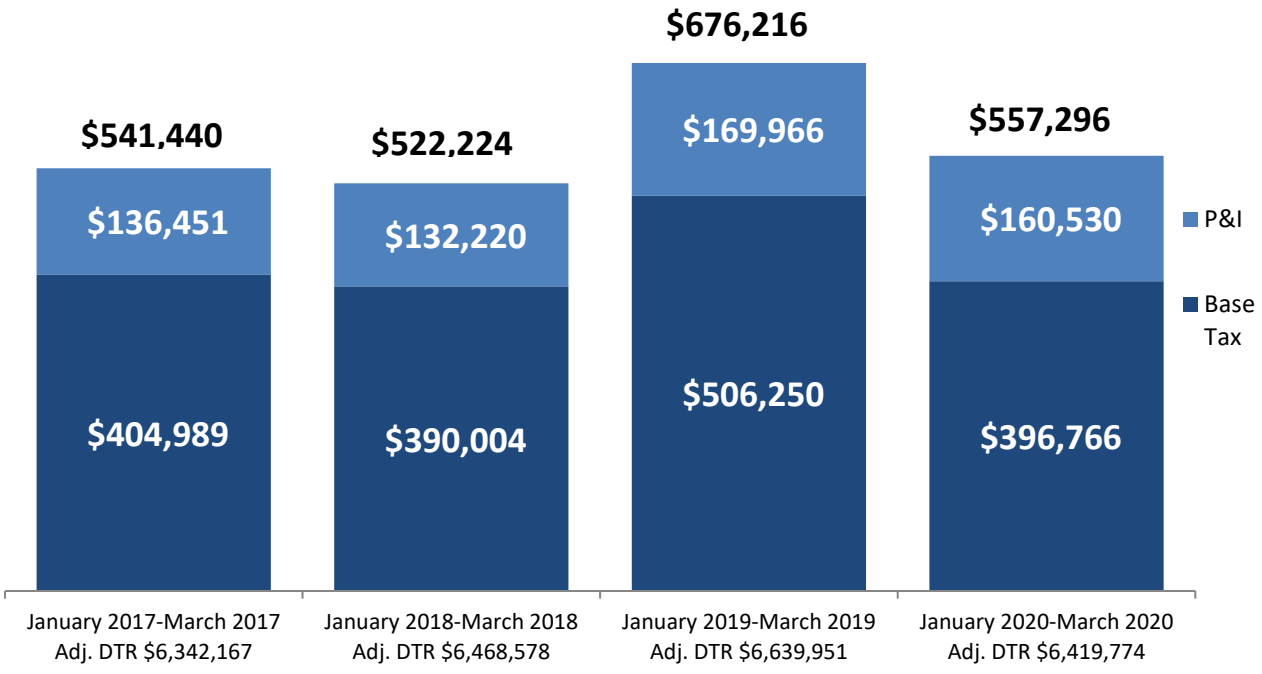
Tax Sale Activity

Our Office regularly monitors all judgments we take on behalf of McAllen Independent School District. During this quarter, two (2) tax sales were conducted, placing three (3) properties for sale.

Tax Sale Result	Number of Properties	Base, Penalty and Interest
• Sold	3	$12,893

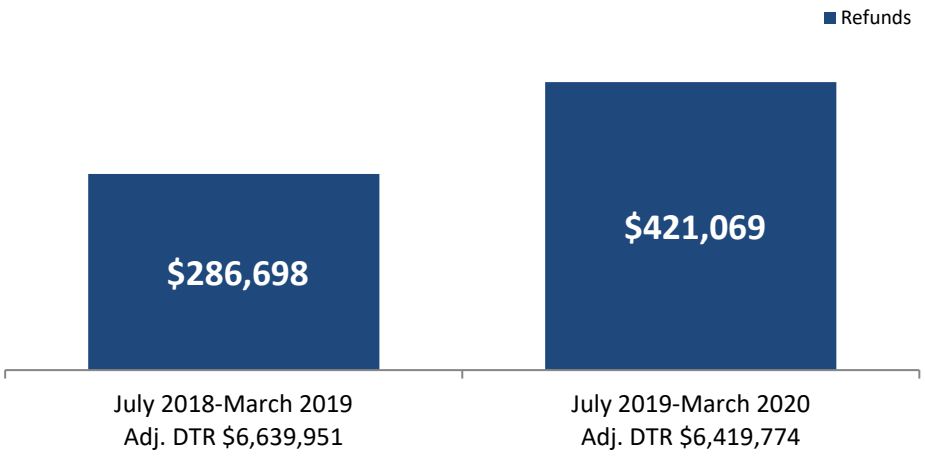
COLLECTION HIGHLIGHTS

HISTORICAL THIRD QUARTER COMPARISON



Source: Hidalgo County Tax Office

JULY – MARCH REFUND COMPARISON



FUTURE OVERVIEW

Review of Pending Judgments and the Filing of Additional Lawsuits

During the next quarter we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the School District.

Mailing Program

For this next quarter, we have scheduled one mailing on behalf of the McAllen Independent School District for the month of May 2020

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Any judgment without taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the McAllen Independent School District will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Human Resources Recommendation(s) for School Year 2020-2021

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW: Not Applicable

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources recommendations for School Year 2020-2021.

SUBMITTED BY: _____ **SUPERVISOR:** Todd M

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools May 5, 2020

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Human Resources Employee Resignation(s) for School Year 2019-2020

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

LEGAL REVIEW: Not Applicable

BUDGETARY CONSIDERATIONS: Not Applicable

RECOMMENDED BOARD ACTION:

This item is for information only. No Board action required.

SUBMITTED BY: _____ **SUPERVISOR:** Todd M

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: todd.miller@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools May 5, 2020

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Superintendent's Recommendation Concerning the Renewal of 2019-2020 Employee Contracts of Teachers and Other Professional Personnel for the 2020-2021 School Year - Policy DC (LEGAL)

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

As specified in Policy DC (LEGAL), a district shall employ each classroom teacher, principal, librarian, nurse, or school counselor under a probationary contract, a continuing contract, or a term contract. A district is not required to employ a person other than these listed employees under a probationary, continuing, or term contract. Education Code 21.002

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

These recommendations are made based on job performance, program needs, and funding. Additional days are not reflected.

LEGAL REVIEW: Not applicable.

BUDGETARY CONSIDERATIONS: Budgeted

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Superintendent's recommendation concerning the renewal of 2019-2020 Employee Contracts of Teachers and Other Professional Personnel for the 2020-2021 School Year.

SUBMITTED BY: SCrounse **SUPERVISOR:** Todd Ate

For further information contact:
Name: Stan Crounse
Office: Human Resources (956) 618-6009
eMail: Stan.Crounse@mcallenisd.net

Approved for presentation to the Board of Education:

J. Hinojosa

Superintendent of Schools May 6, 2020

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Withdrawal of Teacher Resignation

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Per McAllen ISD Policy DFE (LOCAL) – Termination of Employment Resignation: Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Michael E. Fossum Middle School Physical Education teacher, Rene R. Saenz, submitted his resignation on January 17, 2020. It was accepted by the Superintendent and presented to the Board on February 10, 2020. On May 5, 2020, he notified Human Resources that he wanted to rescind his resignation.

LEGAL REVIEW: Not Applicable

BUDGETARY CONSIDERATIONS: This is a budgeted position.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the withdrawal of resignation for the above named teacher.

SUBMITTED BY: _____ **SUPERVISOR:** Todd M Miller

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:

J. Hinojosa

Superintendent of Schools May 5, 2020

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Memorandum of Understanding No. 2021-096 - Hidalgo County Juvenile Justice Alternative Education Program (JJAEP)

REFERENCE: Goal 1- Student Achievement /Student Focus; Strategy 5- Partnership with Business Education Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In order to comply with the requirements of Section 37.011 of the Texas Education Code, a memorandum of understanding must be signed on an annual basis with the County of Hidalgo concerning the Juvenile Justice Alternative Education Program ("JJAEP").

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The attached memorandum of understanding details the agreement with the JJAEP for the 2020-2021 school year, it sets forth the duties and responsibilities between the District and the JJAEP.

LEGAL REVIEW:

The Agreement has been approved by the legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for these services are available through local funds. The per diem rate is $99 per day for the 2020 fiscal year. Expenditures from July 1, 2019 to June 30, 2020 are anticipated to be $12,870.00 (at the end of the school year) for a total of four (4) students being served at JJAEP. The per diem rate is $105 per day for the 2021 fiscal year and the anticipated expenditures for the period of July 1, 2020 to June 30, 2021 are $40,000.00.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2021-096 - Hidalgo County Juvenile Justice Alternative Education Program (JJAEP), for a term of one (1) year.

SUBMITTED BY: _____ **SUPERVISOR:** _____

For further information contact:
Name: John L. Wilde
Office: (956) 618-6031
eMail: john.wilde@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS AND MCALLEN INDEPENDENT SCHOOL DISTRICT.

This Memorandum of Understanding, hereinafter, "Agreement" is made on this _____ day of _____, 20____ by and between **THE COUNTY OF HIDALGO, TEXAS** by and through its **HIDALGO COUNTY JUVENILE BOARD**, hereinafter referred to as "HCJB", with administrative offices located at 1001 N. Doolittle Road., Edinburg, Texas, 78540, and **MCALLEN INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", located at 2000 N. 23rd St., McAllen, Texas 78501; referred to collectively as "the Parties".

I. Background and Purpose

1.1 Chapter 37 of the Texas Education Code requires that the HCJB establish and operate a Juvenile Justice Alternative Education Program ("JJAEP") for youth who are expelled from school for the offenses described in Section 37.007 (a), (d), and if applicable under Texas Education Code §37.007(e), § 37.007(i) or §37.304. School districts may contract with the HCJB for placement of students in the JJAEP who are expelled from school for the offenses described in Texas Education Code §37.007 (b), (c) (f) and (e) if not officially arrested, charged and referred to HCJB under Texas law. School districts may also place students in the JJAEP pursuant to other provisions of the Texas Education Code (§37.0081 and §37.305). Unless otherwise stated, all references to section and chapter numbers are to the Texas Education Code.

1.2 The purpose of this Memorandum of Understanding is to set forth the duties and responsibilities of HCJB and the District regarding the operation of the Hidalgo County JJAEP and to comply with the requirements of Section 37.011 (k), (l), and (m).

II. Goals

2.1 The major goals for the JJAEP are: (1) to provide a continuum of educational services to students; (2) to establish consistency, predictability, and appropriateness of student placement following expulsions from regular schools or alternative education programs; (3) to return students to a regular school setting when appropriate; (4) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; and (5) to provide educational options for the juvenile courts.

III. Student Eligibility

3.1 Attendance at the JJAEP for the category of students described in subsections A ("Category A") and D ("Category D"), excluding D (3) below, of this section is mandatory. For the categories of students described in subsections B ("Category B"), C ("Category C") and D (3) of this section, the District may elect whether or not to enroll these students in the JJAEP. By completing the appropriate portions of Attachment "A" hereto, the District must indicate which categories of students may attend the JJAEP. If the District elects not to offer the JJAEP as a post-

expulsion placement option for Category B and C students who are under the age of eighteen (18), the JJAEP is not responsible for the education of these students.

A. Students shall be placed in the JJAEP in those cases where they are expelled and have been officially charged, arrested and referred to the Hidalgo County Juvenile Probation Department for committing one of the offenses enumerated under Section 37.007(a), (d), (e) or (i) ("Category A - mandatory offenses"). Students who are charged with and expelled for Category A offenses, but who have not had a finding entered by the Court regarding delinquency, are included in the Category A definition. JJAEP funding for Category A students is provided to the HCJB by the Texas Juvenile Justice Department ("TJJD").

B. If a student is expelled from the District for committing a Category A offense but

(1) is not charged, arrested and referred to the Hidalgo County Juvenile Probation Department for an offense listed in Section 37.007 (a), (d), (e) or (i);

(2) a determination is made under Family Code Section 53.01 that the person referred to juvenile court was not a "child" as that term is defined by Family Code Section 51.02(2);

(3) a determination is made that no deferred prosecution or formal court proceedings will be initiated against the child;

(4) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or

(5) the child was adjudicated but no disposition was or will be ordered by the court the student may be readmitted to the District at the District's discretion and in accordance with the requirements of this Memorandum of Understanding. Such students are referred herein to as having committed Category B - discretionary, non-court ordered offenses. The District shall fully and fairly examine the circumstances surrounding the case of each such student, and, where appropriate, consult with the District Attorney's Office, the Juvenile Probation Department and the student's parents. Following this examination, the District is authorized to admit the student unconditionally, to admit the student to a District alternative education program, or, pursuant to the provisions of this Memorandum of Understanding, provide that the student continue the student's placement at the JJAEP for the remaining period of the student's expulsion or for a minimum period of six (6) weeks, whichever is greater. JJAEP funding for Category B students shall be provided by the District.

C. A student may be expelled from the District

(1) for committing an offense described in Section 37.007 (b) or (f), or for engaging in serious misbehavior covered by Section 37.007 (c); or

(2) after an opportunity for a hearing pursuant to Section 37.0081 ("Category C offenses"). The District has attached as Attachment "B" hereto those categories of conduct the District has defined in the District's student code of conduct as constituting serious misbehavior for which a student may be placed in the JJAEP. JJAEP funding for Category C students is provided by the District.

D. Pursuant to Section 37.303, on receiving notice under Article 15.27, Code of Criminal Procedure, or Chapter 62, Code of Criminal Procedure, that a student is required to register as a sex offender under that chapter, the District shall, in the case of (1) and (2) below, and may, in the case of (3) below, remove the student from the regular classroom and shall place the student in the JJAEP if:

(1) the student is under any form of court supervision, including probation, community supervision or parole; or

(2) the student is not under any form of court supervision and District determines that the student's presence in the regular classroom (i) threatens the safety of other students or teachers, (ii) will be detrimental to the educational process or (iii) is not in the best interests of the District's students; or.

(3) the student is not under any form of court supervision but the District did not make the determination set forth in (2) above.

3.2 Students who commit Category B and C offenses on or after the beginning of the District's 2020-2021 academic year may attend the JJAEP in accordance with the terms of this Memorandum of Understanding. Students expelled for Category A offenses in 2020 but who were expelled by the District prior to the beginning of the District's 2020-2021 school year and who were adjudicated and placed on probation under Family Code Section 54.04, or who were placed on deferred prosecution under Family Code Section 53.03, shall attend the JJAEP for the remainder of their expulsion period or for the period the student is on court-ordered probation or deferred prosecution. JJAEP funding for these students is reimbursed by the TJJD.

3.3 Students expelled from the District for Category A offenses in 2020, but who were expelled prior to the beginning of the District's 2020-2021 school year and who were neither adjudicated and placed on probation under Family Code Section 54.04, nor placed on deferred prosecution under Family Code Section 53.03, shall attend the JJAEP for the remainder of their expulsion period or for the period the student is subsequently placed on court ordered probation or

deferred prosecution and shall be funded by appropriations provided by the TJJD, unless the District is notified by a representative of the HCJB that (1) no deferred prosecution or formal court proceedings will be initiated involving the child; or (2) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice. In these cases the District may provide for the student's continued placement in the JJAEP as a Category B student for a minimum period of at least six (6) weeks.

3.4 Category D students shall be placed with the JJAEP as required by subchapter I of Chapter 37, and funding for such students shall be as set forth in such subchapter.

3.5 The District may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission Review and Dismissal (ARD) committee determines that the alleged misconduct is not related to the student's disabilities. After making such a determination the District's ARD committee shall determine what services, if any, are necessary to comply with IDEA. The District shall remain responsible for making available the special education services necessary to implement the student's individual education plan (IEP). The District may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of the District. If the District chooses to make such services available in conjunction with the JJAEP, the District shall cooperate with the JJAEP to minimize disruption of the JJAEP. If the District requires the student to leave the JJAEP for education services, the IEP will include the need for transportation as a related service. A representative of the JJAEP may attend the ARD committee meeting. If a JJAEP facility is located within the District, the District is not required to provide any services to students assigned to the JJAEP facility who are not residents of the District, unless under contract with the student's home school district, the District assumes responsibility for IDEA compliance.

3.6 If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to the student's school district of residence for referral and evaluation in accordance with applicable statutes and regulations.

3.7 Any student who does not meet the eligibility requirements of this Memorandum of Understanding is not entitled to educational services by the JJAEP.

IV. Juvenile Probation

4.1 By executing this Memorandum of Understanding, the District does not authorize any court to order a student expelled under Section 37.007 (a), (d),(e) or (i) to attend a regular program, a regular campus, or a District alternative education program as a condition of probation, nor shall any court be authorized to order a student expelled under Section 37.007 (b), (c) or (f), where the District has stipulated that such student shall be placed in the JJAEP in accordance with the terms and conditions of this Memorandum of Understanding, to attend a regular program, a regular campus, or a District alternative education program as a condition of probation. Both the District and the HCJB agree that no court has such authority pursuant to this Memorandum of Understanding.

V. Expedited Processing

5.1 Consistent with the Texas Education Code, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this Memorandum of Understanding.

VI. Funding

6.1 Funding for the JJAEP is provided by the state through the TJJD for all Category A students who must attend the JJAEP, and the District shall not assume any financial liability for such students. The District may contract with the HCJB to provide an educational placement for all Category B and Category C students, according to the terms and conditions set forth in Attachment "A" hereto, the contents of which are incorporated herein as if fully set forth in this Memorandum of Understanding. Funding for the JJAEP with respect to Category D students is provided pursuant to Section 37.310

VII. Responsibilities of the HCJB

7.1 The HCJB shall establish and operate the JJAEP as required by Section 37.011 and in accordance with applicable state and federal law. Other than for transportation services for Category B and C students attending the JJAEP (unless transportation is provided by the HCJB in accordance with section 5.1 hereof), and for providing the services described on Attachment "C" hereto for the transitioning of expelled students to the District prior to completion of the student's placement in the JJAEP, the District is not responsible for any aspect of the operation of the JJAEP unless expressly provided in this Memorandum of Understanding. The HCJB is not responsible for providing services to any student for whom it does not receive funding from either the TJJD or the District.

VIII. Transportation Services

8.1 Unless otherwise notified by HCJB in writing, the District shall be responsible for providing transportation services for Category B and C students attending the JJAEP who reside within the boundaries of the District.

IX. Emergency Closure

9.1 In the event either the District or the JJAEP is closed due to disaster, flood, extreme weather condition or other calamity, (" Emergency Closure Days") the District shall provide the HCJB within ten (10) days of receipt the following:

A. funding, if any, District receive specifically for discretionary student attendance days related to Emergency Closure Days;

B. notification to HCJB of any waiver(s) filed by the District relating to Emergency Closure Days; and

C. Updates and/or written status reports concerning any and all waivers filed by District relating to Emergency Closure Days.

X. Terms and Conditions of Entrance

10.1 Upon placement of a student in the JJAEP, the District shall forward to the JJAEP the same records it is required to forward to another public school when a student transfers, including, but not limited to, the following student records:

A. For students in middle school, the student's Middle School Plan;

B. For students in grades 9-12, the student's Graduation Plan;

C. The student's current transcript including all achievement test records;

D. Withdrawal form, which shall indicate the student's list of current courses in which they are enrolled, the earned grade and the textbook and other instructional resources being used with that subject;

E. The student's Texas Assessment of Knowledge Skills summary sheet, as applicable;

F. The student's previous year's attendance record;

G. The student's current year's attendance record; and

H. The student's IEP, in accordance with section 3.5 of this Memorandum of Understanding.

XI. Length of Student Placement

11.1 Unless otherwise provided for in this Memorandum of Understanding, each student who is expelled for Category A offenses must immediately, or as soon as practical, attend the JJAEP until: (1) the student completes the court-imposed requirements or as otherwise provided in Section 37.011(i); or (2) it is determined that the court will not exercise jurisdiction over the student based on the criteria set forth in Section 52.041 (c) and (d), Family Code.

11.2 Category B and C students identified in section 3.1B and C(1) hereof shall attend the JJAEP for the period of the individual student's expulsion; provided, however, that the student will remain in the JJAEP for a minimum period of at least six (6) weeks. Category C students identified in section 3.1C (2) shall attend the JJAEP until such time as designated in Subsection 307.0081(d).

11.3 Category D students identified in section 3.1D (1) hereof shall attend the JJAEP for at least one semester. If a student transfers to the District during the student's mandatory placement

in an alternative education program pursuant to Section 37.304(a), the District may require the student to complete a semester in the JJAEP in addition to the time spent in the alternative education program in the district from which the student transfers or may count any time spent in an alternative education program in the district from which the student transfers toward the mandatory placement requirement. Category D students identified in section 3.1D(3) whom the District places in the JJAEP shall attend the JJAEP for one semester. The District shall convene a committee as required pursuant to Section 37.306 to determine whether Category D students shall remain in the JJAEP.

11.4 In the event any applicable law requires placement of a student in the JJAEP for a longer period than set forth above in this article VII, such placement shall be extended as so required by applicable law.

XII. Special Populations

12.1 JJAEP, in collaboration with the District, shall ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the student's Individualized Education Program ("IEP") established by a duly constituted Admission, Review, and Dismissal ("ARD") committee in accordance with Section 37.004 of the Education Code. The District must provide JJAEP with the most recent full and complete ARD meeting paperwork, the manifestation determination ARD meeting paperwork, and the most recent evaluation of eligibility for special education services for each eligible student. JJAEP shall maintain these documents for each eligible special education student enrolled at JJAEP.

12.2 JJAEP, in collaboration with the District, shall ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to meet the student's needs as determined by a Language Proficiency Assessment Committee ("LPAC"). The District must provide JJAEP with documentation of LPAC determinations for each eligible student. JJAEP shall maintain this documentation for each eligible non-English speaking student and each student who speaks English as a second language.

12.3 JJAEP, in collaboration with the District, shall ensure that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address the student's needs as determined by a Section 504 committee. The District must provide JJAEP with documentation of Section 504 eligibility determinations for each eligible student. JJAEP shall maintain this documentation for each eligible Section 504 student.

XIII. Administration of the State of Texas Assessment of Academic Readiness ("STAAR"), End Of Course ("EOC") and Any and All State Required Tests

13.1 In accordance with Section 37.011, the following responsibilities are assigned for administering the STAAR, EOC and all other state required assessments (the "Assessments") as applicable, to students enrolled in the JJAEP:

A. The District shall be responsible for securing and delivering to the JJAEP director or the director's designee all secured test materials at least one day before the day in which the Assessments, as applicable, are to be administered.

B. The JJAEP shall be responsible for acquiring all non-secured test materials which shall be made available to students enrolled in the JJAEP on the day the Assessments, as applicable, are to be administered.

C. The JJAEP shall be responsible for administering the Assessments, as applicable, to those students enrolled in the JJAEP.

D. The District shall be responsible for retrieving at the JJAEP site all Assessments, as applicable, answer sheets and other secured test materials attributed to the District's students which are enrolled at the JJAEP.

E. The JJAEP shall be responsible for returning all non-secured material to the appropriate TEA contracted agent.

XIV. Terms and Conditions of Exit

14.1 Upon JJAEP's determination of the date of a student's release from JJAEP, in accordance with Section 37.023 of the Education Code, JJAEP shall, as soon as practicable, provide written notice of that date to the student's parent or guardian and the administrator of the campus to which the student intends to transition. In addition, JJAEP shall provide the campus administrator with an assessment of the student's academic growth while attending JJAEP and the results of any assessment instruments administered to the student.

14.2 A teacher employed by the JJAEP who holds a certification granted under Section 21.003(a) must review all academic work of the student prior to the student's exit from the JJAEP and return to the District, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002 of the Education Code. In accordance with Section 37.011(d), such certification must be accepted by the District and all course credit earned by the student while at the JJAEP shall be reflected on the student's District transcript.

XV. Confidentiality

15.1 The Parties understand and acknowledge that some of the information provided during the Agreement may be subject to statutory prohibitions to disclosure and as such, is not to be disclosed to any party not subject to this agreement. Both Parties agree to maintain the confidentiality of the information in the same manner as the original custodian of records is so required. Both Parties agree and acknowledge that they may be required to maintain confidentiality of the information under the laws of the State of Texas and the United States.

XVI. Liabilities

16.1 This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

XVII. Miscellaneous

17.1 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

17.2 **Nature of Relationship**: Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The Parties shall maintain exclusive control, direction and management of their own employees, and the other shall have no rights with respect thereto.

17.3 **Entire Agreement**: This Agreement contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

17.4 **Additional Documents:** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as, are, or may, become necessary or convenient to effectuate and carry out the terms of this Agreement, including, but not limited to collaboration in the creation of shared forms.

17.5 **Modification**: This Agreement shall constitute the entire understanding of the Parties and shall supersede any prior agreement. This Agreement may be modified at any time in writing only by the mutual consent of both parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

17.6 If any provision, section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding, or the application of same to any person or set of circumstances,

is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof continue in full force and effect.

17.7 This Memorandum of Understanding is executed in multiple originals, each of which shall have the full force and effect of an original document, and each of which shall constitute but one and the same instrument.

17.8 **Non-Discrimination:** The Agreement, all related activities and programs offered under this Agreement by the Parties shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or HCJB and/or District policy, including and without limitation to race, color, national origin, religion, sex, gender, age, veteran status, or disability.

17.9 **Authority to Execute:** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Parties in accordance with its terms.

XVIII. Term of Agreement

18. 1 This Memorandum of Understanding is effective August 1, 2020 through July 31, 2021.

XIX. Notices

19.1 All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address:

TO MCALLEN INDEPENDENT SCHOOL DISTRICT:
Dr. Jose A. Gonzalez, Ed.D., Superintendent
2000 N. 23rd St.
McAllen, Texas 78501

TO COUNTY OF HIDALGO:
Judge Mario E. Ramirez, Jr.,
Juvenile Justice Center
Attn: Maryann Denner
Director and
Chief Juvenile Probation Officer
1001 N. Doolittle Road,
Edinburg, Texas 78540

EXECUTED this the _____ day of _____, 2020.

JUDGE MARIO E. RAMIREZ, JR., JUVENILE JUSTICE CENTER OF HIDALGO COUNTY

By: _____
Maryann Denner, Director and
Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

Approved as to form:
Atlas Hall & Rodriguez, LLP by:
Stephen L. Crain
Stephen L. Crain (Apr 30, 2020)
Stephen L. Crain

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name:
Title: _____

ATTEST:

_____

Attachment "A"

MCALLEN INDEPENDENT SCHOOL DISTRICT
Reservation of Student Spaces and Schedule of Payments for JJAEP
School Year 2020-2021

The McAllen Independent School District (the "District") reserves the number of spaces for the 2020-2021 students identified as Category B and Category C students using the following chart. "Yes" entries in the option selections column indicate that these students will be placed in the JJAEP. If the "No" option is selected, the JJAEP is not responsible for the education of students in these categories.

Please identify the number of full time equivalent spaces that the District wishes to reserve for the entire year, which may vary from the number of individual students who are expelled during the year.

Category of Students	**Optional Selections Yes/No**	**Number of Student Spaces Anticipated/Reserved**
Total Number of Student Spaces Anticipated for Category A Offenses (Mandatory)		10
Category B Offenses (FALL SEMESTER, Only) (Optional - Students expelled for mandatory reasons but who cannot or will not be adjudicated for that offense)	Yes	
Category B Offenses (SPRING SEMESTER, Only)	Yes	
Category C Offenses (FALL SEMESTER, Only) (Optional - Students expelled for 37.007 (b), (c), and (e) student code of conduct violation)	Yes	
Category C Offenses (SPRING SEMESTER, Only)	Yes	
Total Number of Student Spaces Reserved for Category B and C Students		10

The District agrees to budget $105.00 per student per enrolled day for the 2020-2021 school year for each non-mandatory (Category B and Category C) student space reserved in the JJAEP, the total budgeted amount being ***$40,000.00***. The budgeted amounts will be paid by the District to the JJAEP in two equal installments for student spaces reserved. The Fall semester installment shall be due on or before September 1, 2020. The Spring Semester installment shall be due on or before January 4, 2021. Payments must be made to the Hidalgo County Treasurer, 2810 S. Business Hwy 281, Edinburg, Texas 78539-6243.

At the end of the school year, the JJAEP shall refund to the District the sum of $105.00 per student day paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided, however, that the District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend. Any remaining funds held by the JJAEP shall be distributed to the HCJB and these funds shall be used at the HCJB's discretion for JJAEP programmatic and administrative purposes.

With the prior approval of the JJAEP, the District may enroll additional Category B and Category C students in the JJAEP in excess of the number of those student spaces reserved at a rate of $110.00 per student per enrolled day for each student placement in excess of spaces reserved.

In the event the JJAEP or the District's participation in the program is terminated prior to July 31, 2021, the JJAEP shall refund to the District all funds paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided, however, that District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend.

Pursuant to Section 37.0081(g) of the Education Code, notwithstanding anything to the contrary contained herein, with respect to each of the District's Student's placed under Section 37.0081 of the Education Code with the JJAEP, the District shall reimburse the JJAEP for the actual cost incurred each day for the student while the student is enrolled in the JJAEP. The amounts paid as specified in the prior paragraphs of this Attachment shall be considered an estimate, and any adjustment to the amounts actually paid shall be made promptly upon the determination by the HJCB of the actual cost incurred by the JJAEP based on the HCJB's annual audit.

Attachment "B"

District's Definition of Serious Misbehavior or Persistent Misbehavior Page 3, Section 3.1 C.

Students attending McAllen ISD schools that have been placed in the District Instruction and Guidance Center and "engage in documented serious misbehavior while on the program campus despite documented behavioral interventions", may be expelled in accordance to the Texas Education Code Chapter 37.007 (c). For the purpose of this subsection, "serious misbehavior" means:

1) Deliberate violent behavior that poses a direct threat to the health or safety of others;

2) Extortion, meaning the gaining of money or other property by force or threat;

3) Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or

4) Conduct that constitutes the offense of:

   A) public lewdness under Section 21.07, Penal Code;
   B) indecent exposure under Section 21.08, Penal Code;
   C) criminal mischief under Section 28.03, Penal Code;
   D) personal hazing under Section 37.152; or
   E) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee

Discretionary Expulsion: Misconduct That May Result in Expulsion

Any Location

A student **may** be expelled for:

- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security.

- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct.

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson.
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Use, exhibition, or possession of a firearm (as defined by state law), a location-restricted knife, a club, or prohibited weapon, or possession of a firearm (as defined by federal law).

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

Attachment "C"

Plan for the Transitioning of Expelled Students Prior to Completion of JJAEP Placement
Page 8, Section 14.1 & 14.2

An individual plan to provide transitional services for a student scheduled to return to a McAllen ISD school from a JJAEP placement shall be developed. The written plan shall be completed prior to the student's return to the home campus. The plan shall include transitioning high school students into the High School Transitional Program (HSTP) or the In-School Suspension Class/Program for middle school students, and will provide for academic and personal counseling services and shall be developed in consultation with and shared with appropriate JJAEP staff members, the student's parent(s) or guardian(s) and the home school teacher(s) assigned to work with the student.

2020

JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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27	28	29	30	31		

McALLEN INDEPENDENT SCHOOL DISTRICT

2020-2021 CALENDAR
Final Draft-Option B
Board of Trustees – Approved 12/9/19

Six Weeks Period

1st Six Weeks	Aug. 24-Sept. 25, 2020	25	days
2nd Six Weeks	Sept. 28-Oct. 30, 2020	24	days
3rd Six Weeks	Nov. 2-Dec. 18, 2020	29	days
4th Six Weeks	Jan. 6-Feb 19, 2021	32	days
5th Six Weeks	Feb. 22-Apr. 9, 2021	28	days
6th Six Weeks	Apr. 12-May 28, 2021	35	days

Semester 1: 78 days
Semester 2: 95 days
Instructional Days - 173
August 24, 2020 – May 28, 2021

187 Staff Working Days (173 + 14 PL/TWD)
August 10, 2020 – May 28, 2021

McAllen High School
Graduation: TBD

Memorial High School
Graduation: TBD

Rowe High School
Graduation: TBD

A.E.C.H.S.
Graduation: TBD

Legend

Professional Learning Days	August 10-13, 2020 August 18-20, 2020 November 20, 2020 January 5, 2021 March 12, 2021
Teacher Workdays	August 14, 2020 August 17, 2020 August 21, 2020 January 4, 2021
Weather Days	October 12, 2020 February 8, 2021
Holidays	
Thanksgiving Break	November 23-27, 2020
Winter Break	December 21-31, 2020 January 1, 2021
Spring Break	March 15-19, 2021
Miscellaneous (Friday)	April 2, 2021
State Assessment Days	December 8-11, 2020 April 6-9, 2021 April 13-16, 2021 May 4-7, 2021 May 11-14, 2021 May 18-21, 2021 June 22-25, 2021
Early Release Days (Students & Staff)	/
Begin Six Weeks	[
End Six Weeks	]
Begin Semester	[[
End Semester	]]

2021

JANUARY

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FEBRUARY

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Attachment "A"

MCALLEN INDEPENDENT SCHOOL DISTRICT
Reservation of Student Spaces and Schedule of Payments for JJAEP
School Year 2020-2021

The McAllen Independent School District (the "District") reserves the number of spaces for the 2020-2021 students identified as Category B and Category C students using the following chart. "Yes" entries in the option selections column indicate that these students will be placed in the JJAEP. If the "No" option is selected, the JJAEP is not responsible for the education of students in these categories.

Please identify the number of full time equivalent spaces that the District wishes to reserve for the entire year, which may vary from the number of individual students who are expelled during the year.

Category of Students	**Optional Selections Yes/No**	**Number of Student Spaces Anticipated/Reserved**
Total Number of Student Spaces Anticipated for Category A Offenses (Mandatory)		10
Category B Offenses (FALL SEMESTER, Only) (Optional - Students expelled for mandatory reasons but who cannot or will not be adjudicated for that offense)	Yes	
Category B Offenses (SPRING SEMESTER, Only)	Yes	
Category C Offenses (FALL SEMESTER, Only) (Optional - Students expelled for 37.007 (b), (c), and (e) student code of conduct violation)	Yes	
Category C Offenses (SPRING SEMESTER, Only)	Yes	
Total Number of Student Spaces Reserved for Category B and C Students		10

The District agrees to budget $105.00 per student per enrolled day for the 2020-2021 school year for each non-mandatory (Category B and Category C) student space reserved in the JJAEP, the total budgeted amount being ***$40,000.00***. The budgeted amounts will be paid by the District to the JJAEP in two equal installments for student spaces reserved. The Fall semester installment shall be due on or before September 1, 2020. The Spring Semester installment shall be due on or before January 4, 2021. Payments must be made to the Hidalgo County Treasurer, 2810 S. Business Hwy 281, Edinburg, Texas 78539-6243.

At the end of the school year, the JJAEP shall refund to the District the sum of $105.00 per student day paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided, however, that the District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend. Any remaining funds held by the JJAEP shall be distributed to the HCJB and these funds shall be used at the HCJB's discretion for JJAEP programmatic and administrative purposes.

With the prior approval of the JJAEP, the District may enroll additional Category B and Category C students in the JJAEP in excess of the number of those student spaces reserved at a rate of $110.00 per student per enrolled day for each student placement in excess of spaces reserved.

In the event the JJAEP or the District's participation in the program is terminated prior to July 31, 2021, the JJAEP shall refund to the District all funds paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided, however, that District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend.

Pursuant to Section 37.0081(g) of the Education Code, notwithstanding anything to the contrary contained herein, with respect to each of the District's Student's placed under Section 37.0081 of the Education Code with the JJAEP, the District shall reimburse the JJAEP for the actual cost incurred each day for the student while the student is enrolled in the JJAEP. The amounts paid as specified in the prior paragraphs of this Attachment shall be considered an estimate, and any adjustment to the amounts actually paid shall be made promptly upon the determination by the HJCB of the actual cost incurred by the JJAEP based on the HCJB's annual audit.

Attachment "B"

District's Definition of Serious Misbehavior or Persistent Misbehavior Page 3, Section 3.1 C.

Students attending McAllen ISD schools that have been placed in the District Instruction and Guidance Center and "engage in documented serious misbehavior while on the program campus despite documented behavioral interventions", may be expelled in accordance to the Texas Education Code Chapter 37.007 (c). For the purpose of this subsection, "serious misbehavior" means:

1) Deliberate violent behavior that poses a direct threat to the health or safety of others;

2) Extortion, meaning the gaining of money or other property by force or threat;

3) Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or

4) Conduct that constitutes the offense of:

   A) public lewdness under Section 21.07, Penal Code;
   B) indecent exposure under Section 21.08, Penal Code;
   C) criminal mischief under Section 28.03, Penal Code;
   D) personal hazing under Section 37.152; or
   E) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee

Discretionary Expulsion: Misconduct That May Result in Expulsion

Any Location

A student **may** be expelled for:

- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security.

- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct.

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson.
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Use, exhibition, or possession of a firearm (as defined by state law), a location-restricted knife, a club, or prohibited weapon, or possession of a firearm (as defined by federal law).

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

Attachment "C"

Plan for the Transitioning of Expelled Students Prior to Completion of JJAEP Placement
Page 8, Section 14.1 & 14.2

An individual plan to provide transitional services for a student scheduled to return to a McAllen ISD school from a JJAEP placement shall be developed. The written plan shall be completed prior to the student's return to the home campus. The plan shall include transitioning high school students into the High School Transitional Program (HSTP) or the In-School Suspension Class/Program for middle school students, and will provide for academic and personal counseling services and shall be developed in consultation with and shared with appropriate JJAEP staff members, the student's parent(s) or guardian(s) and the home school teacher(s) assigned to work with the student.

2020

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McALLEN INDEPENDENT SCHOOL DISTRICT

2020-2021 CALENDAR
Final Draft-Option B
Board of Trustees – Approved 12/9/19

Six Weeks Period

1st Six Weeks	Aug. 24-Sept. 25, 2020	25	days
2nd Six Weeks	Sept. 28-Oct. 30, 2020	24	days
3rd Six Weeks	Nov. 2-Dec. 18, 2020	29	days
4th Six Weeks	Jan. 6-Feb 19, 2021	32	days
5th Six Weeks	Feb. 22-Apr. 9, 2021	28	days
6th Six Weeks	Apr. 12-May 28, 2021	35	days

Semester 1: 78 days
Semester 2: 95 days
Instructional Days - 173
August 24, 2020 – May 28, 2021

187 Staff Working Days (173 + 14 PL/TWD)
August 10, 2020 – May 28, 2021

McAllen High School
Graduation: TBD

Memorial High School
Graduation: TBD

Rowe High School
Graduation: TBD

A.E.C.H.S.
Graduation: TBD

Legend

Professional Learning Days	August 10-13, 2020 August 18-20, 2020 November 20, 2020 January 5, 2021 March 12, 2021
Teacher Workdays	August 14, 2020 August 17, 2020 August 21, 2020 January 4, 2021
Weather Days	October 12, 2020 February 8, 2021
Holidays	
Thanksgiving Break	November 23-27, 2020
Winter Break	December 21-31, 2020 January 1, 2021
Spring Break	March 15-19, 2021
Miscellaneous (Friday)	April 2, 2021
State Assessment Days	December 8-11, 2020 April 6-9, 2021 April 13-16, 2021 May 4-7, 2021 May 11-14, 2021 May 18-21, 2021 June 22-25, 2021
Early Release Days (Students & Staff)	/
Begin Six Weeks	[
End Six Weeks	]
Begin Semester	[[
End Semester	]]

2021

JANUARY

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Bid No. 2020-260 Purchase and Installation of Fence at Various Locations

REFERENCE: Goal 3 – Facility Priorities; Strategy 3: Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Board of Trustees entered into an agreement with the City of McAllen on September 9, 2019 for funding from a Community Development Block Grant for McAllen ISD fencing projects. The District requires replacement of the chain link fence at Dorothea Brown Middle School, Jose De Escandon Elementary, Victor Fields Elementary, Christa McAuliffe Elementary, Thigpen/Zavala Elementary, and Juan Seguin Elementary.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

One hundred forty-eight (148) companies were invited to submit a bid response for purchase and installation of fence and five (5) companies responded, including one (1) non-responsive company. On April 30, 2020, the evaluation committee comprised of Ruben Trevino, Executive Director for Facilities, Maintenance & Operations, Anthony Perez, Assistant Director for Facilities Maintenance & Operations; Alejandra Gonzalez, Director of Purchasing; Elizabeth Cabrera, Coordinator for Purchasing, and Carol Quintanilla, Senior Buyer, evaluated the bids. Administration is recommending that this bid be awarded to the lowest bidder, NM Contracting, LLC.

LEGAL REVIEW:

A draft copy of the contract is attached. The Contract is pending receipt of payment and performance bonds and final legal review.

BUDGETARY CONSIDERATIONS:

Funds for these services are available through the Community Development Block Grant (CDBG).

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve Bid No. 2020-260 Purchase and Installation of Fence at Various Locations to the lowest bidder, NM Contracting, LLC.

SUBMITTED BY: _____ **SUPERVISOR:** Arely Benavides (May 6, 2020)

For further information contact:
Name: Ruben Treviño
Office: 956-632-3200
eMail: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

McALLEN INDEPENDENT SCHOOL DISTRICT

Bid No. 2020-260 Purchase and Installation of Fence at Various Locations (Re-bid)

Description	Quantity	NM Contracting, LLC		RG Enterprises, LLC dba G & G Contractors		Hurfco Industries Inc. dba Hurricane Fence Company		Construction Rent-A-Fence	
		Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Dorothea Brown Middle School									
Estimated Linear Footage	520	$11.76	$6,115.20	$17.50	$9,100.00	$14.7576	$7,673.95	$25.00	$13,000.00
Number of 6ft Gates	3	$481.60	$1,444.80	$350.00	$1,050.00	$433.50	$1,300.50	$725.00	$2,175.00
Number of 2 (6ft) Service Gates	1	$996.80	$996.80	$700.00	$700.00	$810.00	$810.00	$1,450.00	$1,450.00
Removal of approximately 3LF to accommodate a 6ft walk gate along Yuma St.	1	$828.80	$828.80	$42.00	$42.00	$225.00	$225.00	$18.00	$18.00
Total Amount Bid - Dorothea Brown MS			**$9,385.60**		**$10,892.00**		**$10,009.45**		**$16,643.00**
Jose De Escandon Elementary									
Estimated Linear Footage	1800	$11.76	$21,168.00	$17.50	$31,500.00	$15.2525	$27,454.50	$25.00	$45,000.00
Number of 5ft Gates	8	$436.80	$3,494.40	$291.20	$2,329.60	$423.00	$3,384.00	$715.00	$5,720.00
Number of 2 (6ft) Service Gates	3	$996.80	$2,990.40	$700.00	$2,100.00	$1,000.00	$3,000.00	$1,450.00	$4,350.00
Removal of approximately 670LF of fence along 29th St.	1	per lf $2.24	$1,500.80	$938.00	$938.00	$2,010.00	$2,010.00	$4,020.00	$4,020.00
Total Amount Bid - Jose De Escandon ES			**$29,153.60**		**$36,867.60**		**$35,848.50**		**$59,090.00**
Victor Fields Elementary									
Estimated Linear Footage	375	$11.76	$4,410.00	$17.50	$6,562.50	$16.012	$6,004.50	$25.00	$9,375.00
Number of 6ft Gates	2	$481.60	$963.20	$350.00	$700.00	$436.50	$873.00	$725.00	$1,450.00
Total Amount Bid - Victor Fields ES			**$5,373.20**		**$7,262.50**		**$6,877.50**		**$10,825.00**
Christa McAuliffe Elementary									
Estimated Linear Footage	375	$11.76	$4,410.00	$17.50	$6,562.50	$17.16	$6,435.00	$25.00	$9,375.00
Number of 5ft Gates	2	$436.80	$873.60	$291.20	$582.40	$430.50	$861.00	$715.00	$1,430.00
Number of 6ft Gates	4	$481.60	$1,926.40	$350.00	$1,400.00	$441.00	$2,646.00	$725.00	$2,900.00
Number of 2 (6ft) Service Gates	1	$996.80	$996.80	$350.00	$350.00	$1,000.00	$1,000.00	$1,450.00	$1,450.00
Number of 2 (15ft) Drive Gates	1	$8,680.00	$8,680.00	$1,722.00	$1,722.00	$3,480.00	$3,480.00	$6,750.00	$6,750.00
Total Amount Bid - Christa McAuliffe ES			**$16,886.80**		**$10,616.90**		**$14,422.00**		**$21,905.00**
Juan Seguin Elementary									
Estimated Linear Footage	450	$11.76	$5,292.00	$17.50	$7,875.00	$16.80	$7,560.00	$25.00	$11,250.00
Number of 3ft Gates	5	$380.80	$1,904.00	$175.00	$875.00	$425.00	$2,125.00	$695.00	$3,475.00
Number of 6ft Gates	1	$481.60	$481.60	$350.00	$350.00	$441.00	$441.00	$725.00	$725.00
Number of 2 (12 ft) Drive Gates	1	$7,593.60	$7,593.60	$1,400.00	$1,400.00	$3,480.00	$3,480.00	$6,000.00	$6,000.00
Number of 2 (6ft) Service Gates	1	$996.80	$996.80	$700.00	$700.00	$1,000.00	$1,000.00	$1,450.00	$1,450.00
Removal of approximately 330LF of fence along 29th St.	1	per lf $2.24	$739.20	$462.00	$462.00	per lf $3.00	$990.00	$1,980.00	$1,980.00
Total Amount Bid - Juan Seguin ES			**$17,007.20**		**$11,662.00**		**$15,596.00**		**$24,880.00**
Thigpen/Zavala Elementary									
Estimated Linear Footage	450	$11.76	$5,292.00	$17.50	$7,875.00	$17.4833	$7,867.50	$25.00	$11,250.00
Number of 6ft Gates	2	$481.60	$963.20	$350.00	$700.00	$450.00	$900.00	$725.00	$1,450.00
Number of 2 (6ft) Service Gates	1	$940.80	$940.80	$700.00	$700.00	$1,000.00	$1,000.00	$1,450.00	$1,450.00
Total Amount Bid - Thigpen/Zavala ES			**$7,196.00**		**$9,275.00**		**$9,767.50**		**$14,150.00**
GRAND TOTAL - ALL LOCATIONS			**$85,002.40**		**$86,576.00**		**$92,521.00**		**$147,493.00**
No. of calendar days to complete project:			**30 days**		**30 days**	Length of time may be affected by coronavirus pandemic; we have most of the materials in stock & available.	**60 days**		**30 days**
Addendum No. 1			acknowledged		acknowledged		acknowledged		acknowledged
Bid Bond			Submitted Bid Bond		Submitted Bid Bond		Submitted Bid Bond		Submitted Bid Bond

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2020-305 (Purchase and Installation of Fence at Various Locations)
through Bid No. 2020-260

This contract ("Contract"), made and entered into effective this 11th day of May, 2020, by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and NM Contracting, LLC a Texas Limited Liability Company (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, District recognizes that the **DEPARTMENT** of District (the "Department") requires certain services rendered by Contractor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested bids from vendors for the certain services, such services more particularly described on Exhibit A attached hereto ("District's Bid No. 2020-260");

WHEREAS, Contractor submitted a response to the District's proposal.

WHEREAS, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Contractor in accordance with the local, state and federal regulations for procurement;

WHEREAS, District has determined that for proper and efficient operation of the Department several objectives must be met, including, among others, coordination of schedules and assignments, administrative ease and efficiency, consistency and uniformity in book and recordkeeping, and the delivery of quality services;

WHEREAS, the Contractor is willing to accept the responsibility of providing the Services to the District in accordance with recognized standards, the Board Policies of District, applicable laws and regulations and the terms and conditions set forth in this Contract; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Contractor during the term of this Contract;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. **OBLIGATIONS OF THE CONTRACTOR**

Contractor shall perform all of the work and provide all equipment, materials and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

Contractor represents and warrants to District that Contractor possesses all of the licenses, permits and expertise required to provide the equipment, materials and labor and perform the services contemplated

hereunder. Contractor warrants and represents that during the term of this Contract, Contractor shall maintain all such licenses and permits. Contractor warrants that the services rendered and equipment, materials and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

A. This Contract

B. Exhibit "A" – District's Bid No. 2020-260

C. Exhibit "B" – Vendor's Services, Products and Fees Pursuant to District's Bid No. 2020-260

D. Exhibit "C" – Certificate of Insurance

E. Exhibit "D" – Payment and Performance Bonds

F. Exhibit "E" - Federal Contract Provisions/Wage Rates

This Contract is entered into subject to the following conditions:

A. Contractor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.

B. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Contract, Contractor will, at Contractor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

A. Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

B. Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

C. Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles;

each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

D. The Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Contract as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Contractor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes. The payment for services, materials and labor shall be paid by District to Contractor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Contractor in performing any portion of this Contract or any action

or omission incident thereto. Contractor also agrees to pay for and provide workers compensation insurance covering all employees working for Contractor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Contractor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Contractor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Contractor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Contractor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

10. NON-DISCRIMINATION

Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

11. HOLD HARMLESS

Contractor agrees to hold harmless and indemnify District from any liability and/or damages which may directly or indirectly arise from or occur in connection with Contractor's performance under this Contract or any action, activity or omission incident thereto. Such indemnification shall include but not be limited to all District's attorneys' fees and costs incurred in defending or responding to any action brought or threatened against District for any action or omission arising from or incident to Contractor's performance under this Contract.

12. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall commence upon issuance of a Notice to Proceed by the District and will remain effective through June 14, 2020. All services must be completed during the term of the Contract. All services must be completed during the term of the Contract.

A. **Termination without Cause**. District shall have the right to terminate this Contract without cause on thirty (30) days written notice to the Contractor.

B. Termination with Cause.

a. Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

i. Any conduct of the Contractor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 9 hereof.

iii. Failure of Contractor to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

iv. In addition, if the Contractor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may terminate this Contract upon no less than thirty (30) days written notice.

b. **Termination by Contractor.** In the event District breaches any material term of this Contract, Contractor may terminate this Contract upon no less than fifteen (15) days written notice.

c. **Non-Interference.** Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

13. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District
Attn: Marco A. Suarez, Board President
2000 N. 23rd Street
McAllen, Texas 78501

If to Contractor: NM Contracting, LLC
Attn: Noel Munoz, President
2022 Orchid Avenue
McAllen, Texas 78504

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

14. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

15. NO IMPLIED WAIVER

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Contractor.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Contractor may not assign Contractor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Contractor.

18. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Contractor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the Contract Documents except as specifically provided for in such amendment.

19. ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

20. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Contract.

21. VARIATIONS OF PROUNOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

22. AUTHORIZATION FOR CONTRACT

The execution and performance of this Contract by District and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and District in accordance with its terms.

23. IMMUNITIES

Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

24. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Contractor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Contractor or its assignee stop the services on the date of such termination.

25. Family Educational Rights and Privacy Act (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

26. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Contractor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Contractor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall be the final decider of what constitutes a "location where students are regularly present." Contractor's violation of this section shall constitute a material breach of contract. If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

27. ENTITIES THAT BOYCOTT ISRAEL

If Contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.

28. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

29. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by such party in enforcing the terms of this Contract.

30. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

31. BINDING NATURE

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

32. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

33. PAYMENT AND PERFORMANCE BONDS

Performance bonds are required for bids/proposals in excess of One Hundred Thousand Dollars ($100,000). Payment Bonds are required for bids/proposals in excess of Twenty-five Thousand Dollars ($25,000). When a performance or payment bond is required, the amounts shall be for 100% of the contract amount (including contingency). Any required bond(s) must be filed with the District within ten (10) days from the date of the Notice of Award. The only form of surety acceptable as a performance or payment bond is a Surety or Blanket Bond from a company chartered or authorized to do business in Texas. Bonds completed (signed) by an out-of-Texas surety require a counter signature by a Texas resident agent of a company chartered or authorized to do business in Texas. Bonds and other forms of surety must be made payable to McAllen Independent School District. Bonds in excess of One Hundred Thousand Dollars ($100,000.00) must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of One Hundred Thousand Dollars ($100,000.00) from a United States Treasury listed reinsurer. Payment and Performance Bonds must be in accordance with Texas Government Code 2253.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District

By:_____

Marco A. Suarez, Board President

Vendor

By:_____

Name:_____

Title:_____

Approved as to form:

Atlas Hall & Rodriguez, LLP by: _____

Stephen L. Crain

Exhibit "A" – District’s Bid No. 2020-260

ALEJANDRA GONZALEZ
Director of Purchasing Services

McAllen Independent School District is providing the following clarification(s) and/or modification(s) to the referenced project. This information is to be considered a part of the solicitation documents. Bidders are further instructed to acknowledge receipt of all addenda by affixing required signature where indicated, and submit with their Bidder response.

April 16, 2020

RE: ADDENDUM NO. 1

Please note the following changes for **Bid No. 2020-260 Purchase and Installation of Fence at Various Locations (Re-bid):**

Pre-Bid Conference
Date/Time: ~~April 16, 2020 at 10:00 A.M~~. April 17, 2020 at 11:00 a.m.
Location: **Virtual**

Vendors interested in attending the virtual Pre-Bid Conference will be required to submit their email address no later than 9:00 AM on 4/17/2020, to Carolina.quintanilla@mcallenisd.net.

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Public Purchase website, https://www.publicpurchase.com, no later than ~~10:00 AM~~ 5:00 p.m., April 17, 2020. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

Bid Documents/Specifications may be obtained online from the **Public Purchase** website at http://www.publicpurchase.com/, beginning **April 8, 2020. Vendors are responsible for viewing the webpage regularly, or prior to submitting a bid, to ensure that no addenda or additional information have been issued for the solicitation.**

Addendum #1 Acknowledged By:

Authorized Signature _____ Company Name _____

Type/Print Name _____

MCALLEN
INDEPENDENT SCHOOL DISTRICT

ALEJANDRA GONZALEZ
Director of Purchasing Services

McAllen Independent School District is providing the following clarification(s) and/or modification(s) to the referenced project. This information is to be considered a part of the solicitation documents. Bidders are further instructed to acknowledge receipt of all addenda by affixing required signature where indicated, and submit with their Bidder response.

April 20, 2020

RE: ADDENDUM NO. 2

Please note the following changes for **Bid No. 2020-260 Purchase and Installation of Fence at Various Locations (Re-bid):**

- General Decision Number TX20200003 01/03/2020: Contractors are advised that Executive Order (EO) 13658 shall not apply to this contract.

Below please find the questions submitted on the project as well as the District's responses (in red):

1. Q: Please confirm project is federally funded and weekly certified payrolls are required as part of this.
   A: This is a federally funded project being funded by Community Development Block Grants and is subject to federal requirements, including the submittal of weekly certified payroll schedules. Refer to Section C and D of the Bid Package for Federal Labor Standards provisions and General Wage Determination.

2. Q: In the contractor certification form page 2 item #9 requires certification for the Buy America Provisions. Please confirm that all materials are subject to this requirement.
   A: The Buy American Act does not apply to this project. A revised certification form is included in Addendum.

3. Q: Fence Demo/removal- Do we remove the entire fence post and footing? Or can the existing posts be cut off at ground level leaving the footing below grade?
   A: Remove the entire fence post and footing.

4. Q: 10.9 Required materials has framework materials as sch 40 in 10.9.1, but yet lists the posts as 14 gauge in 10.9.5/10.9.6, and then goes back to lists the fence posts as sch 40 again in 10.9.7. Can post sizes and weights be clarified?
   A: All fencing framework will be schedule 40 including the terminal posts, fencing posts and gates.

5. Q: 10.9.7 mentions fence posts: schedule 40 in the following sizes: 2" x 8', 2 1/2" x 8' & 3" x 8'..please clarify 2" sch 40 line posts or 2 1/2" sch 40 line posts.
   A: Remove section 10.9.7.

6. Q: Paragraph 10.9.1 mentions schedule 40 but 10.9.5 line post mentions 2.38" 14 guage & 10.9.6 mentions corner /terminal posts 2.88" 14 guage...Do we use 14 guage or sch 40?
   A: All fencing framework will be schedule 40 including the terminal posts, fencing posts and gates.

7. Q: 10.9.8 mentions Top and Brace rail, but does not go into the extent of the brace rail. Is the brace rail intended to be a continuous mid-rail, or should it be a typical terminal brace at corner/ends/gates and get a standard 3/8" diagonal truss rod?
   A: The brace rail will be a typical terminal brace at corner/ends/gates with a standard 3/8" diagonal truss rod.

8. Q: If schedule 40 is the required post and framework there is only one mill in America that produces sch 40, it is generally double the cost of imported sch 40. Do we use domestic sch 40 or is imported sch 40 acceptable?
   A: As per section 10.1.4, all materials used by the awarded vendor must comply with current American Society for Testing and Materials ("ASTM") and American National Standards Institute ("ANSI") standards. As long as material complies, it may be utilized.

9. Q: In the pre-bid meeting is was mentioned the line post spacing is in fact 8' on center. Please confirm.
   A: 8ft spacing has been specified (refer to Specifications and Scope of Work Section 10.7.1).

10. Q: Buy American Requirement - Does the material need to be manufactured in the U.S. or only purchased in the U.S.? If I go to the local hardware store and purchase made in China fence posts does this mean I have bought in America? Or does the material need to be produced here also?
    A: The Buy American Act does not apply to this contract. A revised certification form is included in Addendum.

11. Q: 10.9.3 has the tension wire listed as 6 gauge, which is heavy for this application. Please confirm that 6 gauge is required.
    A: A 6 gauge tension wire has been specified.

12. Q: 10.12 Site layouts are based on bid packet attached drawings. Will the district establish all points in the field for construction?
    A: Yes, once vendor has been awarded.

13. Q: What is the estimated budget for this project?
    A: Estimated cost is $87,000.00.

14. Q: Some of the scope is in areas where TX811 may not locate. Who will be responsible for marking any utilities that TX811 won't locate? If it is the contractor, are there adequate as-builts to go by for construction? Or should we assume private locates or even soft dig services are required by contractor?
    A: Contractor is responsible for marking all utilities needed to ensure a safe and secure project. As-builts are available as needed.

15. Q: Will SS40 posts/framework be acceptable for use in lieu of SCH40?
    A: Substitutions will not be allowed for Schedule 40.

The following specifications have been revised:

10.9.5 Line Posts: 2.38” diameter steel pipe, ~~14-gauge~~, Schedule 40, one piece, without joints
10.9.6 Corner and Terminal Posts: 2.88” diameter steel pipe, ~~14-gauge~~, Schedule 40, one piece, without joints
10.9.7 DELETED ~~Fence Posts: Schedule 40 in the following sizes: 2” x 8’; 2 ½" x 8’; 3” x 8’;~~
10.9.8 Top and Brace Rail: 1-5/8” diameter, plain end, sleeve-coupled pipe, Brace rail shall be a typical terminal brace at corner/ends/gates with a standard 3/8" diagonal truss rod.

Bid Documents/Specifications may be obtained online from the **Public Purchase** website at http://www.publicpurchase.com/, beginning **April 8, 2020. Vendors are responsible for viewing the webpage regularly, or prior to submitting a bid, to ensure that no addenda or additional information have been issued for the solicitation.**

Addendum #2 Acknowledged By:

Authorized Signature _____ Company Name _____

Type/Print Name _____

REVISED

CONTRACTOR CERTIFICATION FORM
(Return signed form with your submittal)

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.
Initial where applicable.

☐ A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable.

B. My company is not owned nor operated by anyone who has been convicted of a felony.

C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____

Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

3. Debarment and Suspension (Executive Orders 12549 and 12689)

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. Confidential/Copyrighted Information

By signing below, the Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term **"CONFIDENTIAL"** on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

5. Declaration of Business Location - Texas Education Code 44.031(b)(8)

By signing below, Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

☐ A. Has its principal place of business in the State of Texas; **OR** ☐ B. employs at least 500 persons in the State of Texas

☐ C. Principal place of business is not in the State of Texas: _____
(City, State)

6. Owner(s) Name of Business

By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are (Please print name(s) below. If not applicable, please indicate N/A.)

_____ _____

_____ _____

_____ _____

7. Delinquent Taxpayers

In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.

[☐ I am not a delinquent taxpayer to McAllen ISD

[☐ I am a delinquent taxpayer to McAllen ISD *(your bid may be disqualified if your debt is not cleared prior to award.)*

8. Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

[☐ I am an Active certified HUB vendor. HUB expiration date: _____

[☐ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms

[☐ I am neither.

9. Buy America Provisions (NOT APPLICABLE)

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

10. Entities That Boycott Israel:

If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Bidder does not make that certification, Bidder must indicate that in its Response and state why the certification is not required.

11. Federally Funded Purchases

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases (see attached "Federally Funded Purchases" form.

I, the undersigned authorized agent for the company named below, certify that the information concerning Sections 1-10 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-11 listed above.

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of $250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or submit an offer for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- Buy American Provision (NOT APPLICABLE)

ALEJANDRA GONZALEZ
Director of Purchasing Services

April 8, 2020

McAllen Independent School District (the "District") invites your Electronic submittal on:

Bid No. 2020-260 Purchase and Installation of Fence at Various Locations (Re-bid)

This project is being funded, in whole or in part, by Community Development Block Grant funds and is subject to the following Federal requirements: Executive Order 11246; Clause 3 of the HUD Act of 1968; Title IV of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; and Section 109 of the Housing and Community Development Act of 1974, the Davis-Bacon and Related Acts as well as State laws and regulations. In addition, the successful contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

Electronic Submittals shall be received **no later than** 10:00 a.m. (CST), April 23, 2020. All bid responses must be submitted ONLY electronically through Public Purchase, https://www.publicpurchase.com.

Submittals received after this deadline will be void and unacceptable. Mailed, hand-delivered, facsimile transmittals and/or emailed submittals **will not** be accepted.

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Public Purchase website, https://www.publicpurchase.com, no later than 10:00 AM, April 17, 2020. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

Pre-Bid Conference:
Date/Time: April 16, 2020 at 10:00 A.M.
Location: **Virtual**
Vendors interested in attending the virtual Pre-Bid Conference will be required to submit their email address no later than 4:00 PM on 4/15/2020, to Carolina.quintanilla@mcallenisd.net.

Deadline to submit Electronic Bids:
Date/Time: April 23, 2020 at 10:00 A.M.
All bid responses must be submitted ONLY electronically through Public Purchase, https://www.publicpurchase.com.

Bid Opening: April 23, 2020 at 10:30 A.M.
Location: **Virtual**
Vendors interested in attending the virtual Bid Opening will be required to submit their email address no later than 4:00 PM on 4/22/2020, to Carolina.quintanilla@mcallenisd.net.

Thank you,

Alejandra Gonzalez
Director of Purchasing Services

SECTION A
GENERAL TERMS AND CONDITIONS

McAllen Independent School District
General Terms and Conditions
Invitation For Bids

Please read the following information carefully. Any exceptions to these terms and conditions will be cause for a bid to be disqualified. Additionally, please read the Specifications and Scope of Work contained in each Invitation for Bids ("IFB"). The Specifications and Scope of Work in the IFB will take precedence over the General Terms and Conditions when they are in conflict. Prospective bidders are responsible for familiarizing themselves with all aspects of the process for participating in bids, request for proposals, etc.

1. Bidder Guarantee:
   - 1.1 Bidder agrees to comply with all terms and conditions contained in this document and the IFB.
   - 1.2 Bid must comply with all federal, state, county, and local laws concerning these types of goods/services.
   - 1.3 Bidder guarantees products/services offered will meet or exceed the written specifications identified in the IFB.
   - 1.4 Bidder agrees to protect the District from claims involving infringement of patents or copyrights.
   - 1.5 Minimum Standards for Responsible Prospective Bidders: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder must affirmatively demonstrate bidder's responsibility. District may request representation and other information sufficient to determine bidder's ability to meet the following minimum standards:
     - 1.5.1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts;
     - 1.5.2 are not identified in the "Debarment and Suspension" issued by the General Services Administration;
     - 1.5.3 have adequate financial resources, or the ability to obtain such resources as required;
     - 1.5.4 be able to comply with the required or proposed delivery schedule;
     - 1.5.5 have a satisfactory record of performance;
     - 1.5.6 have a satisfactory record of integrity and ethics;
     - 1.5.7 be otherwise qualified and eligible to receive an award.
   - 1.6 Contract: This bid, when properly accepted by District, shall constitute a contract equally binding between the successful bidder and District. Different or additional terms may become a part of this contract to include Change Orders pending approval by the District and contractor.
   - 1.7 Conflict of Interest: Any purchase order of contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Section 1, Subtitle C, Title 5, Local Government Code Chapter 176: Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information, specifically Sec. 176.006: Disclosure Requirements for Bidders and Other Persons; Questionnaire; Form CIQ.
   - 1.8 Criminal History Record Information Review: The Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder agrees that if awarded a contract, the Bidder will provide to the District a list with names of all of their employees and any subcontractor's employees before commencing any services. The Bidder further agrees to provide written notice of any new employees and any new subcontractor's employees to the District immediately after employment. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.
   - 1.9 ENTITIES THAT BOYCOTT ISRAEL: If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If

Bidder does not make that certification, Bidder must indicate that in its Response and state why the certification is not required.

1.10 Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

- Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017.

1.11 Campus Visitation Procedures: If Bidder is awarded a contract that requires on-site visit, the Bidder must first report to the front office and must be prepared to present a valid driver's license for clearance through the District's security system.

1.12 Representations: The Bidder represents that the products/services provided by the Bidder hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason District determines in its sole discretion, that part or all of such products/services fail to meet the expectation of District, District may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Bidder by District for the unexpired term of the Agreement.

1.13 Bidder, in submitting this bid, agrees that District shall not be liable to prosecution for damages in the event that District declares the bidder in default.

1.14 Purchases made for school use are exempt from the state sales tax and federal excise tax. Do not include these taxes in your bid. Both unit prices and extension must be submitted. *Unit prices shall govern.*

1.15 Adherence to Specifications and Anti-Collusion: Each bidder by making his bid represents that he has read and understands the bid documents and his bid is made in accordance therewith. Signing this bid affirms that your company will enter into a binding contract with District for products/services awarded to your company. The Bidder, by signing and executing this bid, certifies and represents to the District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

1.16 Bid Guarantee: Bid bonds may be required for certain bids in excess of $25,000, if stated in the IFB. A bid guarantee will be submitted in the form of a bid bond, postal money order, certified

check or cashier's check in an amount not less than 5% of the total maximum amount bid payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the bid. If the successful bidder, upon acceptance of his bid by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

1.17 Performance and Payment Bonds: Payment bonds are required on construction projects costing $25,000 or more. Performance bonds are required on construction projects costing $100,000 or more. Payment and Performance bonds may be required for projects other than construction, if stated in the IFB. When a performance or payment bond is required, the amounts shall be for 100% of the contract amount.

1.17.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.

1.17.2 The only forms of surety acceptable as a performance or payment bond are: Cashier's Check, Certified Check, or a Surety or Blanket Bond from a company chartered or authorized to do business in Texas.

1.17.3 Note: Bonds completed (signed) by an out-of-Texas surety require a counter signature by a Texas resident agent of a company chartered or authorized to do business in Texas.

1.17.4 A separate performance or payment bond MUST be provided for each contract awarded and must reference the contract number(s) for which the bond is provided (except as noted in Texas Administrative Code Blanket Bond).

1.17.5 All references to the bond by Bidder and/or surety companies must reference the contract number in lieu of or in addition to the bonding company's number, and the effective dates of the contract.

1.17.6 Bonds and other forms of surety must be made payable to McAllen Independent School District.

1.17.7 Bonds in excess of $100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of $100,000 from a United States Treasury listed reinsurer.

2. Types of Contracts: Each IFB will identify the type of contract being advertised.

2.1 [X] Firm Price: Unit Prices bid are firm for the period specified in the IFB and all extensions. Price decreases are acceptable.

2.2 [ ] Catalog Bid: Prices bid on this type of contract are based upon an approved price list or other approved method as identified in the IFB. This type of contract provides for discounts from a current manufacturer's price list, a percentage add-on to a manufacturer's distributor/producers type price list or a custom price list. Current price list means the latest price list in effect between the "date mailed" as shown on the IFB and the bid opening date. Manufacturer's price list means a price list published in some form by the manufacturer of a product and available to and recognized by the trade. Custom price list means a price list especially prepared for a given bid. The District shall be the sole determinate as to acceptability. Requests for price increases must be documented with a new dated price/cost list that is the same type as the one submitted with the bid. The maximum allowable increase will be determined by the following formula:

$$\frac{\text{Original Bid Price} \times \text{New Mfg. Cost/ Price List}}{\text{Original Mfg. Cost/Price List}} = \text{Maximum Allowable Contract Price}$$

Prices for this type of contract cannot be increased for 30 days after the contract begins unless otherwise specified in the IFB. Price reductions shall be offered immediately upon becoming available to a Bidder at any time after award.

2.3 [ ] Requirements Contract: This IFB is for an indefinite delivery/indefinite quantity contract where all actual purchase requirements for specific supplies or services during the contract period are filled by the selected Bidder, with deliveries to be scheduled by placing orders with the Bidder. Prices bid are firm for the period specified in the IFB and all extensions. The listed items are

commonly acquired items and prices will be used to determine best overall value. Price decreases are acceptable. District will purchase as needed, based on quantities or budgeted amount listed in the IFB. However, the District in its sole discretion, reserves the right to increase or decrease the quantities as it deems to be in its best interest. Quantities specified are per unit of measure listed in the bid. Volume discounts on these items are acceptable by District. Additionally, the District may have a need to purchase additional items within this category that are not listed on the bid. Bidder is to make these items available to the District through this Contract at the same discounted pricing awarded by the Board of Trustees. Bids may be awarded to primary and secondary Bidders on an item-by-item basis or by categories. End users may go to the secondary Bidders to compare items for best value.

3. General Provisions

3.1 Term of Contract and Purchase Order Dates:

3.1.1 The IFB shall state the term of the contract and applicable extensions.

3.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the successful bidder(s). The purchase order number must appear on all itemized invoices and packing slips. **District will not be held responsible for any orders placed/delivered without a valid signed purchase order.**

3.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Bidders may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.

3.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.

3.1.5 Grace Period: District requests the right to continue to enforce this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons.

3.1.6 District reserves the right to reorder from this bid for the term of the contract at the bid award prices or lower provided the terms and conditions remain the same. Proper authorization for reorders and issuance of approved and manually signed purchase orders will be through Purchasing Services only.

3.2 Shipment Identification and Delivery: Special delivery requirements will be addressed in the Specifications and Scope of Work or in the specifications contained in each IFB. The following shall be applicable unless in conflict with specific contract instructions.

3.2.1 Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the District's purchase order number and the ATTN: addressee as shown on the order. Each shipment must be accompanied by an itemized packing slip.

3.2.2 Packaging and Labeling: All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by the Bidder.

3.2.3 Hours for Delivery: Delivery shall be made between 8:00 a.m. and 3:00 p.m. unless prior approval for after-hours delivery has been obtained from the District.

3.2.4 Inspection and Tests: All goods are subject to inspection and testing by the District. Authorized District personnel shall have access to a Bidder's place of business for the purpose of inspecting contracted merchandise. Tests may be performed on samples obtained by District request or taken from regular shipments. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by the Bidder. Goods that have been delivered and rejected in whole or in part may be, at the District's option, returned to the Bidder at Bidder's risk and expense or disposed of in accordance with District procedures. The Bidder may request that goods be held at Bidder's risk for a reasonable period of time for later disposition at the Bidder's expense. Latent defects may result in revocation of acceptance of any product.

3.3 Late Delivery: If a delivery delay is foreseen, Bidder shall give notice to District with seventy-two (72) hour notice. The District has the right to extend the delivery date if reasons appear valid. The Bidder must keep the District advised at all times of the status of the order. If the Bidder has orders in their possession which have not been completed within the specified delivery time, the District

reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

3.4 Back Orders: The District may purchase on the open market any commodity reported by a Bidder to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.

3.5 Damage Assessment: If a Bidder is in default on an order or fails to honor bid prices, the District reserves the right to purchase the item in default from another Bidder and charge the increase in price, if any, and cost of handling to the Bidder in default. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the Bidder from the District's Centralized Master Bidders List (CMBL).

3.6 Emergency Deliveries: In case of an emergency experienced by a qualified ordering entity, the successful Bidder is requested to supply the needed material immediately, if possible. If the successful Bidder cannot respond, then the emergency requirement may be purchased on the open market. The District or the Bidder shall not consider such purchases a breach of contract.

3.7 Substitutions: All substitutions require prior written approval by the District. The District reserves the right to require the Bidder to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. The Bidder must contact the qualified ordering entity prior to shipment of the approved substitution.

3.8 Off Contract Purchases: Under certain circumstances, the District permits campuses and other District users to purchase commodities available through a contract on the open market. Such circumstances may or may not be identified in the IFB. Bidders are to allow for such purchases provided purchase orders are issued for these purchases.

3.9 References: District may request bidders to supply, with this bid, a list of at least three (3) references where like goods/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

3.10 Bids from unresponsive Bidders will not be accepted. Bidders having a history of inconsistent service and unreliability will not be considered by the District to be a responsible bidder.

3.11 Bidder will employ accounting policies and procedures hereunder to preserve all contract-related records for the term of this Contract and such further period of time thereafter as may be prescribed by Federal, State or Local regulations. All Bidders/contractors are subject to having any records or other documentation related to any transaction with District available for public access or for review and auditing purposes by any local, state or federal agency, as well as, the public in accordance with the provisions of Government Code, Title 5, Subtitle A, Chapter 552, Open Records.

3.12 Notices: Any notice provided by this bid (or required by Law) to be given to the successful bidder by District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail or sent via electronic format in McAllen, Texas, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

3.13 Venue: This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

3.14 Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 Deviations from Specifications: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

3.16 Bidders that fail to comply with the conditions of the bid may be removed from the District's Centralized Master Bidders List for a period of two years.

3.17 Bidders wishing to reinstate their status must request it in writing at the end of the two-year period.

3.18 Installation Services: Some purchases on this bid may require installation services. Pricing for this service will be negotiated at the time of the project/service.

4. Preparation of Bid:

4.1 Freight Charges & F.O.B. Point: Quote all bids F.O.B. destination, transportation prepaid and allowed, i.e., included in the price bid, unless special contract instructions direct or permit otherwise. Alternate F.O.B. point or freight terms may be offered but are subject to rejection by the District.

4.2 Bid prices must be firm for acceptance by the Board of Trustees for 120 days from bid opening date unless otherwise specified in the IFB. Bid prices shall remain in effect for a period of one year from date of acceptance by the Board of Trustees unless otherwise specified in the bid documents. Refer to Section 7 for additional information regarding bid prices.

4.3 Usage Figures: Quantities shown on the IFB under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period. These figures are not to be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award and bonding requirements. District users will purchase all commodity requirements from contract Bidders but only in such quantities, as actual needs require. To keep consistency of the item description and item numbers, some item quantity(s) is/are marked with a zero (0) quantity on the bid sheet.

4.4 Referenced Example: Any catalog number, brand name or manufacturer's reference used in an IFB is descriptive only (not restrictive) and is used to indicate type and quality desired. Bids for brands of like nature and quality will be considered. The bidder should not construe specifications for the referenced example to be the minimum requirements acceptable. The District is the sole determinate as to acceptability of specifications in its best interest. If bidding other than the referenced example, the bidder must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a bidder takes no written exception to the referenced example in the bid, the brand names, numbers, etc., exactly as specified in the IFB shall be furnished.

4.5 Condition of Products: All items bid shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the IFB.

4.6 Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

4.7 Unit of Measure: If offering a bid price for a different unit of measure, the exception and proposed packaging must be shown by the line item bid.

4.8 Alternate Bids: Alternate or supplemental bids shall be submitted as a separate item and be identified by the bidder's name and signature and be cross-referenced to the applicable item in the IFB.

4.9 Samples: DO NOT send samples unless requested. Any samples submitted must be furnished at no cost to the District. If not destroyed in examination, samples will be returned to the bidder on request at bidder's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at bidder's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with bidder's name, address, bid opening date and bid number. Do not attach samples to bid pages. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:

ATTN: Purchasing Services (Bid Sample)
McAllen Independent School District
4309 Warrior Drive
McAllen, TX 78501-7734

4.10 Signature on Bid: Electronic signatures are acceptable. The person signing the bid must have authority to bind the represented company to a contract. An unsigned bid cannot be signed after the bid opening time even though the bidder or a representative is present at the bid opening.

4.11 Attachments: Bidders may include attachments to describe commodities being bid and/or to exhibit that products offered meet all written specifications; however, do not submit samples unless requested to do so. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the bid in writing. **Warning**: Any added terms or conditions may result in disqualification of a bid, e.g., bids subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.

4.12 Addendums: Should an addition or correction become necessary after an IFB is issued, an addendum relating to the necessary information will be issued. It is the Bidder responsibility to view the web page regularly, or prior to submitting a bid response, to ensure that no addenda or additional information have been issued for the solicitation. The web address is https://www.publicpurchase.com.

4.13 Special Discounts: Bidders are encouraged to offer discounts for large one-time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low bid but will be part of any contract issued.

4.14 Bid Preparation Expense: Any expense related to the submission of a bid is the sole responsibility of the bidder. The District will not reimburse bidders for any cost related to bid preparation or submission.

4.15 All Bidders doing business with the District must have on file a Form W-9 Request for Taxpayer Identification Number and Certification. A copy of this form is included for your use if not on file.

4.16 All Bidders must provide a Felony Conviction Notification as required by Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, Subsection (a). A copy of this form is included for your use if not on file. **Please complete Section 1 - Felony Conviction Notification** of the Bidder Certifications Form.

4.17 Form 1295: The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online. Please go to website below and complete.

- 4.17.1 Go to website: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 4.17.2 Enter Required information
- 4.17.3 Enter District's contract number: (Bid Number and Bid Name)
- 4.17.4 Print form
- 4.17.5 Sign printed form
- 4.17.6 Submit with bid

4.18 Conflict of Interest Form: All Bidders doing business with the District must provide a Conflict of Interest Questionnaire Form as required by Texas Local Gov't Code 176.006. Failure to submit may result in disqualification of bid submission.

5 Submission of Bid:

5.1 No Bids: To remain on the Bidder's list, "NO BIDS" must be submitted by Bidders wishing to remain on the District's Centralized Master Bidders List (CMBL). Continued submittal of "NO BIDS" will result in Bidder being removed from the District's Centralized Master Bidders List (CMBL). Bidders not submitting bids or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Bidders List (CMBL). The District is not responsible for any errors occurring as a result of this procedure. It is the Bidder's responsibility the contact information on the Public Purchase website, the District's Centralized Master Bidders List, is up to date. To make any changes/updates log on to https://www.publicpurchase.com.

5.2 Public Bid Opening: Bids and bidders are read aloud. However, because of the number of items included in some bids and the high number of bidders, Bidders present for the bid opening may be asked to dispense with this procedure. In these cases, only the names and addresses of bidders will be read at a public bid opening. A copy of the bid tabulation is available for download from the following purchasing webpage: https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975 the day after bid award by the Board of Trustees.

5.3 Late Bids: Late bids will NOT be considered under ANY circumstances.

5.4 Amending/Withdrawing Bid: A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid. No bid can be withdrawn after the opening date and time without approval of District. All approvals shall be based upon an acceptable written reason for the action.

5.5 Price lists must be included in the IFB. Any terms and conditions in a price list will not be considered a part of a bid unless specifically identified by the bidder and referenced in writing.

5.6 Bids via the U. S. Postal Service are to be sent to the address shown below.

A.B.C. COMPANY **II2 SPRING ROAD** **ANYWHERE, TX 78XXX**	**POSTAGE**
Bid No. **Bid Name**	**ATTN: PURCHASING SERVICES** **McALLEN INDEPENDENT SCHOOL DISTRICT** **4309 WARRIOR DRIVE** **McALLEN, TX 78501-7734**

5.7 Confidential: Subject to the requirements of the Texas Open Records Act, if a company believes that a bid is, or parts of a bid are confidential, then the company must so specify. The company must stamp in bold letters the term "CONFIDENTIAL" on that part of the bid, which the company believes to be confidential. The successful bid may be considered public information even though parts are marked confidential.

5.8 Copyrighted bids are unacceptable and will be disqualified as unresponsive.

6 Bid Evaluation and Award:

6.1 Bid Evaluation:
The District reserves the right to award on the basis of a low line item, low total (group or groups) or in any other combination that will best serve the interests of the District. The lowest bid will not necessarily be the successful bid. Bids will be assessed not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of the proposed goods/services to the District's needs and requirements. The District reserves the right to accept or reject all or any part of a bid, waive minor technicalities and make an award in the best interest of the District. A response to an IFB is an offer to contract with the District based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until a Notice of Award (NOA) is issued. The contract shall be governed, construed and interpreted under the laws of the state of Texas.

6.2 The District will not be bound by any communication with bidders other than the IFB, these General Terms and Conditions, Specifications and Scope of Work, any written addendums issued by District, District Policies and Procedures, and State Law.

6.3 The District shall be sole judge of what constitutes the best interest of the District.

6.4 Evaluation Criteria: In determining to whom to award a contract, the District shall consider in accordance with the Texas Education Code, Subchapter B, Section 44.031(b) Purchasing Contracts, Subsection (b): (1) the purchase price; (2) the reputation of the Bidder and of the Bidder's goods or services; (3) the quality of the Bidder's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the Bidder's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the Bidder's goods or services;(8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Bidder or the Bidder's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and (9) any other relevant factor specifically listed in the request for bids or proposal.

6.5 Tie Bids: In case of tie bids, the award will be made in accordance with Local Government Code 271.901 and Government Code 2252.001 - 2252.004. (NON-RESIDENT BIDDERS). Consistent and continued tie bidding could cause rejection of the bids by the District and/or investigation for antitrust violations.

6.6 Notice of Award (NOA): NOA/Tabulation information is available for download from our website at https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975. Anticipated award information will be posted approximately ninety (90) days from bid opening. The bidder must advise the District within 10 days from the date of award by the Board of Trustees of any errors requiring correction.

6.7 Qualified Ordering Entity: All campuses and departments are considered District users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Agreements with the District. These entities may have access to the prices offered to District. Bidders are responsible for identifying and requesting information on these entities.

6.8 Insurance Requirements:

6.8.1 Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - $500,000.

6.8.2 Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Consultant's policy as to the subject job.

6.8.3 Business Commercial or Personal Auto Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

6.8.4 Successful Contractor will provide a certificate of insurance, in Acord 25 Form, to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason

6.8.5 Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.

6.8.5 Successful Contractor shall provide Certificates of Insurance evidencing the above-required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services.

6.8.6 For non-subscribers that do not carry Workers' Compensation coverage, the District will, on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a $1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.

6.8 To expedite evaluation of the bids, it is preferable that District forms be used when included in the bid package.

6.9 Assignment: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of District.

7. PRICE CHANGES: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in an IFB may be submitted to the District for price adjustment consideration.

7.1 Procedures to Follow:

7.1.1 Firm Bids: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.

7.1.2 Catalog Bids: Submit a copy of the new manufacturer's price/cost list. Bidder shall compute new unit prices at the same percentage as reflected in the original bid (See Sec. II. B. for formula). Prices will be verified for accuracy.

7.1.3 Requirement Contracts: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.

7.2 Acceptance of Price Increases: The District will accept or reject increases within seven (7) working days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Bidder may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation.

7.3 Price Decreases: Bidders are required to implement immediately any price decreases, roll backs, etc. that may become available. The District must be notified in writing of any decreases for file updating purposes and notice to contract users.

8. ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 632-3241.

9. INVOICING:
   9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:

ATTN: Director of Accounting
McAllen Independent School District
2000 North 23rd Street
McAllen, TX 78501

   9.2 The invoice must show name of Bidder exactly as shown on the purchase order and the correct "Remit to:" address.
   9.3 Invoice must show name of receiving entity.
   9.4 Invoice should include a description of each item. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
   9.5 Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
   9.6 Total all extensions on invoice.
   9.7 Discount, if applicable, must be stated, extended and deducted to arrive at a NET TOTAL for invoice.
   9.8 Shipment date of merchandise must be shown.
   9.9 Date of purchase order must be shown.

10. Payment:
   10.1 Payment normally will be made to the Bidder within 30 days after receipt of a properly prepared original invoice or the receipt of and the acceptance of goods ordered, whichever is later.
   10.2 Payments for merchandise purchased with District appropriated funds will be made through District approved and manually signed purchase orders issued by District's Purchasing Services. Payments by qualified ordering entities will be made through the District's Accounting System.
   10.3 Partial payments are an exception, but may be made with the prior written approval of the paying entity.
   10.4 A purchase for goods or services cannot be made using District funds without prior approval from Purchasing Services in the form of an approved Purchase Order. All invoices shall reflect Purchase Order dates that are on or after Purchasing Services' final approval print date.
   10.5 The District reserves the right to adjust any invoice which is in error due to incorrect quantity(s), printing errors or pricing of services or goods on this contract. Upon either written or verbal notification the provider will promptly adjust the error within thirty (30) days from the date the provider is notified of the error.

11. Cancellation:
   11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent of the Bidder for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through no fault of the Bidder, the Bidder's permission to cancel is required. All correspondence from the Bidder pertaining to the cancellation of an order is to be addressed to the District. In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of District within five (5) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.
   11.2 Authorized Relief from Performance (Force Majeure): The District will grant relief, as necessary, from performance of the contract if Bidder is prevented from compliance and performance by an

act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Bidder. The burden of proof for the need of such relief rests with the Bidder. To obtain release based on Force Majeure, the Bidder must provide the District with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.

11.3 Termination/Cancellation of Contract: The District reserves the right to cancel entire contract or any portion of a contract with any Bidder that fails to perform in accordance with contract terms and conditions. The District and Contractor each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Agreement within thirty (30) days from notification. In the event of any actual contract termination/cancellation, District will not be held responsible for loss of business or any termination expenses incurred by the Bidder.

11.4 Non-Appropriation of Funds – The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this solicitation, the District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Agreement(s) relating to, accruing or arising prior to such termination. In the event of such termination, Contractor, at their expense, shall retrieve the equipment, effective on the date of such termination.

11.5 TERMINATION FOR DEFAULT: District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of District in the event of breach or default of this contract. District reserves the right to terminate the contract immediately in the event the successful bidder fails to:

11.5.1 meet schedules;
11.5.2 defaults in the payment of any fees;
11.5.3 otherwise perform in accordance with these specifications.

11.6 Breach of contract or default authorizes District to exercise any or all of the following rights:

11.6.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;
11.6.2 District may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereinafter becoming due.
11.6.3 District reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of District. In such event, the District shall charge the canceled bidder the difference for any additional cost of such bid item(s) from the next lowest and best bidder.

12. Other Provisions:

12.1 Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid on this solicitation contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post- consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive."

12.2 Information Request: Please send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre-consumer content to:

ATTN: Purchasing Services
McAllen Independent School District

4309 Warrior Drive
McAllen, TX 78501-7734

12.3 When bidding, please consider the following:

12.3.1 Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.

12.3.2 New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.

12.3.3 Material Safety Data Sheets: A Bidder must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

12.3.4 OSHA: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.

12.3.5 Asbestos Management Plan: All contractors are required to review the Asbestos Management Plan for all District-owned facilities prior to performing any work or services at District-owned facilities. Asbestos Management Plans may be reviewed at each school site or at the Facilities Maintenance and Operations Department.

12.3.6 AHERA: All work must be in compliance with AHERA.

12.3.7 All contracts awarded in excess of $10,000 by school districts and their contractors or subgrantees shall contain a provision requiring compliance with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

12.3.8 All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USD 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation, to which he is otherwise entitled. School districts shall report all suspected or reported violations to TEA.

12.3.9 All contracts awarded by school districts and subgrantees in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

12.3.10 Contracts, subcontracts, and subgrants of amounts in excess of $100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

12.3.11 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

12.4 Advertisement: Bidders are prohibited from using contract award information, sales values/volumes and/or District customers in sales brochures or other promotions, including press releases.

12.5 Items supplied under this contract shall be subject to District's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to District. If item is not picked up within one (1) week after notification, the item will become a donation to District for disposition.

13. Contract Provisions for contracts under Federal Awards – By submission of this bid, Contractor agrees to comply with the following provisions.

13.1 Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

13.2 All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

13.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

13.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.

13.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

13.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

13.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

13.10 A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Any questions regarding this bid must be emailed through the questions tab option located within the solicitation posted on the Public Purchase website https://www.publicpurchase.com.

SECTION B
SPECIFICATIONS AND SCOPE OF WORK

1.0 BACKGROUND

McAllen Independent School District (the "District") is a multicultural community of over 22,000 students. The District's vision is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community. The District consists of nineteen (19) elementary schools, six (6) middle schools, three (3) traditional high schools, and two (2) non-traditional high schools.

Officers of the District are:

Marco Suarez, President
Sam Saldivar, Jr, Vice President
Conrado Alvarado, Secretary
Debbie Crane-Aliseda, Trustee
Lawrence Esparza, Trustee
Tony Forina, Trustee
Daniel D. Vela, Trustee
Dr. Jose A. Gonzalez, Superintendent

2.0 INTENT

It is the intent of the District to select bidder(s) offering the best value for **Purchase and Installation of Fence at Various Locations (Re-bid)**.

3.0 REQUIREMENTS

The Specifications and Scope of Work ("SOW") will take precedence over the General Terms and Conditions when they are in conflict. Please read the General Terms and Conditions and the following information carefully. Any exceptions to these General Terms and Conditions and SOW may be cause for a Respondent to be disqualified.

4.0 TERM AND TERMINATION OF AGREEMENT

The period of the contract resulting from this Bid will be until all services are complete.

4.1 **Termination without Cause**. District shall have the right to terminate this contract ("Contract") without cause on thirty (30) days written notice to the Respondent.

4.2 **Termination with Cause.**

4.2.1 **Termination by District.** District may terminate this Contract immediately upon the occurrence of any of the following events:

4.2.1.1 Any conduct of the Bidder, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

4.2.1.2 Failure to provide evidence of liability insurance, as required.

4.2.1.3 Failure of Bidder to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

4.2.1.4 In addition, if the Bidder commits a material breach of any of the terms of this Contract, other than those listed in subsections 4.2.1.1 through 4.2.1.3 above, District may terminate this Contract upon no less than thirty (30) days written notice.

4.3 Bidder shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

5.0 PRICING, INVOICING AND PAYMENT

Price decreases and/or discount percentage in favor of the District are acceptable at any time throughout the term of the contract. In case of a price increase required due to market shortage or market change, documentation must be submitted for approval to Alejandra Gonzalez, Director of Purchasing Services at alejandra.gonzalez@mcallenisd.net.

6.0 EVALUATION CRITERIA

In determining who will be awarded, the District shall consider:

- **6.1** the purchase price;
- **6.2** the reputation of the vendor and of the vendor's goods or services;
- **6.3** the quality of the vendor's goods or services;
- **6.4** the extent to which the goods or services meet the district's needs;
- **6.5** the vendor's past relationship with the district;
- **6.6** the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses (in accordance with 2 CFR 200.320);
- **6.7** the total long-term cost to the District to acquire the vendor's goods or service;
- **6.8** for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - **6.8.1** has its principal place of business in this state; or
  - **6.8.2** employs at least 500 persons in this state; and
- **6.9** any other relevant factor specifically listed in the request for bids or proposals.

7.0 EVALUATION COMMITTEE.

The evaluation committee which will be comprised of Ruben Trevino, Executive Director of Facilities; Anthony Perez, Assistant Director of Facilities, Alejandra Gonzalez, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing; and Carol Quintanilla, Senior Buyer, will evaluate the bids and recommend the successful vendor.

8.0 COMMUNICATION WITH DISTRICT PERSONNEL

Bidder submitting a bid shall not discuss this Bid with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes or phone calls related to any aspect of this Bid. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on Public Purchase (https://www.publicpurchase.com).

9.0 FEDERAL REQUIREMENTS

This project is being funded, in part, by Community Development Block Grant funds and is subject to the following Federal requirements: Executive Order 11246; Clause 3 of the HUD Act of 1968; Title IV of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; and Section 109 of the Housing and Community Development Act of 1974, the Davis-Bacon and Related Acts as well as State laws and regulations. In addition, the successful contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.
Refer to Section D - Federal Labor Standards Provisions and Section E – General Decision Number TX20200003 01/03/2020.

10.0 GENERAL REQUIREMENTS AND SCOPE OF SERVICES

10.1 This bid is for complete installation services, to include:

10.1.1 Materials and labor required for fencing installation.
10.1.2 Pricing on various types of fencing material.
10.1.3 Pricing on demolition and removal of existing fencing.
10.1.4 All materials used by the awarded vendor must comply with current American Society for Testing and Materials ("ASTM") and American National Standards Institute ("ANSI") standards.

10.2 LOCATION OF SERVICES

10.2.1 Dorothea Brown Middle School ("Dorothea Brown MS"), 2700 Ware Road
10.2.2 Jose de Escandon Elementary ("Escandon ES"), 2901 Colbath
10.2.3 Victor Fields Elementary ("Fields ES"), 500 W. Dallas
10.2.4 Christa McAuliffe Elementary ("McAuliffe ES"), 3000 W. Daffodil
10.2.5 Juan Seguin Elementary ("Seguin ES"), 2200 N. 29th Street
10.2.6 Thigpen/Zavala Elementary ("Thigpen/Zavala ES"), 2500 Galveston Ave

10.3 The awarded vendor shall provide the materials, fabrication and installation.

10.3.1 Pricing shall include labor, supervision, equipment, transportation, tools, travel, fuel costs, removal of existing fencing, and disposal of materials from District property.
10.3.2 All installation shall be performed in compliance with all applicable federal, state and local laws, regulations and codes.
10.3.3 All installation and repair shall be in compliance with the manufacturer's instructions
10.3.4 Work to be performed during normal working hours, Monday through Friday, 8:00 am. to 5:00 p.m.

10.4 The awarded vendor shall take all necessary precautions to protect District property from damage. The awarded vendor shall be held responsible for any damage to property caused by operations on District grounds.

10.5 It shall be the sole responsibility of the awarded vendor to safeguard their own materials, tools and equipment. The District shall not assume any responsibility for vandalism and/or theft of materials, tools and equipment.

10.6 The District reserves the right to inspect all work prior to payment. Final project approval is contingent on the final inspection by an authorized District representative. The awarded vendor shall promptly correct all work not approved by an authorized District representative.

10.7 CHAIN LINK FENCING

10.7.1 Fence Height: 6 feet.
Line Post Spacing: at intervals of 8 feet.
10.7.2 Install framework, fabric and accessories in accordance with ASTM F567 and manufacturer's instructions.
10.7.3 Set terminal and posts plumb in concrete footings with top of footing 6 inches below finish grade, embed posts a minimum 2 feet into concrete.

10.7.4 Provide top rail through line posts and splice with 7-inch-long rail sleeves.
10.7.5 Stretch fabric between terminal posts or at all intervals of 100 feet maximum, whichever is less. Stretch fabric terminates with stretcher bar.
10.7.6 Position bottom of fabric one inch above finish grade and have fencing follow the ground.
10.7.7 Fasten fabric to top rail, line posts, and braces and bottom tension wire on rail with wire ties maximum 15 inches on center.
10.7.8 Attach fabric to end and corner posts with tension bars and tension bar clips.
10.7.9 Install bottom tension wire stretched taut between terminal posts.
10.7.10 Brace each gate and corner posts to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and post gates.
10.7.11 Provide gate posts: 2” x 8’; 2 ½" x 8’; 3” x 8’ as applicable.
10.7.12 Install gate fabric to match fence.
10.7.13 Install three hangars, latch, catches, drop hold torsion spring retainer.
10.7.14 Provide concrete center drop to footing depth and drop and retainers at center of double gate openings.

10.8 INSTALLATION TOLERANCES

10.8.1 Maximum variation from plumb: 1/4 inch
10.8.2 Maximum offset from true position: One (1) inch
10.8.3 Components shall not infringe on adjacent property lines

10.9 REQUIRED MATERIALS AND COMPONENTS

10.9.1 **Framework Material:** Schedule 40 steel pipe, standard weight; ASTM A53/A53M-12
10.9.2 **Fabric:** CLFMI Standard Industrial Service; ASTM A392 zinc-coated steel, 2” diamond mesh, 9-gauge interwoven; FS RR-F-191, Type 1; top selvage knuckle end closed, bottom selvage knuckle end closed
10.9.3 **Tension Wire:** Steel, single strand, 6 gauge thick
10.9.4 **Finish:** Galvanized, 1.8 oz/sq. ft coating, ASTM A123. Concrete Anchorage for posts
10.9.5 **Line Posts:** 2.38” diameter steel pipe, 14-gauge, one piece, without joints
10.9.6 **Corner and Terminal Posts:** 2.88” diameter steel pipe, 14-gauge, one piece, without joints
10.9.7 **Fence Posts:** Schedule 40 in the following sizes: 2” x 8’; 2 ½" x 8’; 3” x 8’;
10.9.8 **Top and Brace Rail:** 1-5/8” diameter, plain end, sleeve-coupled pipe
10.9.9 **Gate Frame:** 1-5/8” diameter for welded fabrication
10.9.10 **Cantilever Slide Gate (Drive Gates) -** All 6 gauge - 2 3/8" O.D. Horizontal Rails, 2" O.D. Vertical Bracing and 1 5/8" diagonal bracing; all are welded and galvanized; chain link will be required fabric standards from section 10.8.2. Slide counterbalance should be 1/2 the length of the gate opening. Minimum counter balance should be 4' long; Require 3" O.D. roller posts for widths up to 10' opening size. Use 4" O.D. posts up to 20' and 6-5/8" O.D. posts up to 32'. These specifications are for 6' high gates and shorter. Concrete footers need to be 18" diameter x 42" deep for 3-4" posts, 24" diameter x 42" for 6-5/8" O.D. posts and 30" diameter x 48" for 8-5/8" O.D. posts. Increase bottom diameters 6"; creating a bell-shaped hole.
10.9.11 **Caps**: Cast steel galvanized, sized to post diameter, set screw retainer
10.9.12 **Fittings**: Sleeves, bands, clips, rail ends, tension bars, fasteners, and Fittings: steel
10.9.13 **Gate Hardware:** ASTM A153; fork latch with gravity drop, center gate stop and drop rod for double gates; and three (3) 180 degree gate hinges per lead

10.10 REMOVAL OF EXISTING FENCING

10.10.1 Removal of existing fencing includes the removal of fencing and related materials from the work site.
10.10.2 Locations requiring removal of existing fence: Brown MS, Seguin ES, and Escandon ES (refer to Site Layouts attached).
10.10.3 BROWN MS: Removal of approximately 3LF to accommodate a 6ft walk gate along Yuma St.
10.10.4 SEGUIN ES: Removal of approximately 330LF of fence along 29th St.
10.10.5 ESCANDON ES: Removal of approximately 670LF of fence along 29th St.
10.10.6 The awarded vendor will be required to dispose of all fencing material in accordance with all applicable, rules, regulations, ordinances and laws governing the disposal of fencing material. Material must be disposed of at the Facilities, Maintenance and Operations Department. No outside disposal of the material will be permitted.

10.11 WARRANTY. Any defect in materials or workmanship, which occurs within one (1) year of the completion date, shall be corrected within five (5) business days by the awarded vendor at no cost to the District.

10.12 SITE LAYOUTS

10.12.1 Site layouts for all locations identified on paragraph 10.2 are herein attached.

11.0 AWARD

11.1 Award will be made to a single vendor/contractor based on Grand Total.

12.0 BID SECURITY

12.1 The District requires Bid security of 5% of the Total Amount. A bid guarantee may be submitted, in the form of a bid bond (with Power of Attorney) in an amount not less than 5% of the total maximum amount bid payable without recourse to McAllen Independent School District. The bid guarantee may be scanned and submitted electronically with vendor's bid response (all appropriate signatures must be included). Original bid bond shall be mailed to Purchasing Services, Attn: Carol Quintanilla, Senior Buyer, 4309 Warrior Drive, Bldg. C, McAllen, Texas 78501, via US Postal Service or Courier Services (i.e., Fedex, UPS, etc.). Hand-delivered bid guarantees shall not be accepted. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening shall be cause for rejection of the bid. If the successful bidder, upon acceptance of his bid by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

13.0 FORM OF AGREEMENT

13.1 Awarded vendor/contractor shall be required to execute a Service Contract Agreement. A sample of the Agreement is attached herein and referred to Section J.

14.0 BONDS AND INSURANCE

14.1 The Contractor awarded this solicitation must, within ten (10) calendar days after receipt of the Contract for signature:

14.1.1.1 Provide the required Performance Bond and Payment Bond;

14.1.1.2 Provide Insurance Certificate(s) (see enclosed sample contract for requirements) and any guarantees and/or other required item(s).

14.1.1.3 Sign the Contract issued by the District Purchasing Department.

14.1.1.4 If these items are not received as specified then the Contract may not be executed, a Bid bond claim may be filed, and the Contract may be awarded to the next lowest Bidder.

15.0 NOTICE TO PROCEED

The Contractor shall not begin work until a Notice to Proceed is issued by the District Representative.

16.0 AWARD INFORMATION

Award information will be available for download from our website within ninety (90) days of opening: (https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975).

17.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

All bid responses must be submitted ONLY electronically through Public Purchase, https://www.publicpurchase.com. Submittals received after this deadline will be void and unacceptable. Mailed, hand-delivered, facsimile transmittals and/or emailed submittals **will not** be accepted.

Include ONLY the following forms with your submittal:

- ☐ Bid Sheets
- ☐ Bid Bond as per 12.0
- ☐ Deviation/Compliance Form
- ☐ Completed W-9 Form
- ☐ Completed Conflict of Interest Form
- ☐ Completed Contractor's Certifications Forms
- ☐ Reference Letters (3 required)
- ☐ Proof of Insurance
- ☐ HB 1295 Form– MUST BE COMPLETED ONLINE
  http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The District encourages all Respondents to submit information only on forms provided through this solicitation. Failure to submit the forms/information listed above may be cause for disqualification of proposal. Do not include unsolicited information such as pamphlets, company form letters, etc. with your bid.

Bid No. 2020-260 Purchase and Installation of Fence at Various Locations (Re-bid)
Bid Sheet

Chain Link Fencing

Provide and Install Chain Link Fence - linear foot			
Dorothea Brown Middle School	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	520LF	$	$
Number of 6ft Gates	3	$	$
Number of 2 (6ft) Service Gates	1	$	$
Removal of approximately 3LF to accomodate a 6ft walk gate along Yuma St.	1	$	$
Total Amount Bid - Dorothea Brown MS			**$_____**
Jose De Escandon Elementary	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	1800LF	$	$
Number of 5ft Gates	8	$	$
Number of 2 (6ft) Service Gates	3	$	$
Removal of approximately 670LF of fence along 29th St.	1	$	$
Total Amount Bid - Jose De Escandon ES			**$_____**
Victor Fields Elementary	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	375LF	$	$
Number of 6ft Gates	2	$	$
Total Amount Bid - Victor Fields ES			**$_____**
Christa McAuliffe Elementary	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	375LF	$	$
Number of 5ft Gates	2	$	$
Number of 6ft Gates	4	$	$
Number of 2 (6ft) Service Gates	1	$	$
Number of 2 (15ft) Drive Gates	1	$	$
Total Amount Bid - Christa McAuliffe ES			**$_____**
Juan Seguin Elementary	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	450LF	$	$
Number of 3ft Gates	5	$	$
Number of 6ft Gates	1	$	$
Number of 2 (12 ft) Drive Gates	1	$	$
Number of 2 (6ft) Service Gates	1	$	$
Removal of approximately 330LF of fence along 29th St.	1	$	$
Total Amount Bid - Juan Seguin ES			**$_____**

Bid No. 2020-260 Purchase and Installation of Fence at Various Locations (Re-bid)
Bid Sheet

Thigpen/Zavala Elementary	Quantity	Unit Cost	Total
Estimated Linear Footage	450LF	$	$
Number of 6ft Gates	2	$	$
Number of 2 (6ft) Service Gates	1	$	$
Total Amount Bid - Thigpen/Zavala ES			**$_____**
GRAND TOTAL - ALL LOCATIONS (including Dorothea Brown MS, Jose De Escandon Elementary, Victor Fields Elementary, Christa McAuliffe Elementary, Thigpen/Zavala Elementary, and Juan Seguin Elementary)			**$_____**

The district has a critical need for substantial completion by **June 14, 2020.** If the project begins on **May 15, 2020** construction is to be completed by: **June 14, 2020**, thirty (30) calendar days.

Specify number of calendar days to complete project: _____

Authorized Signature

Representative Name

Title

Company Name

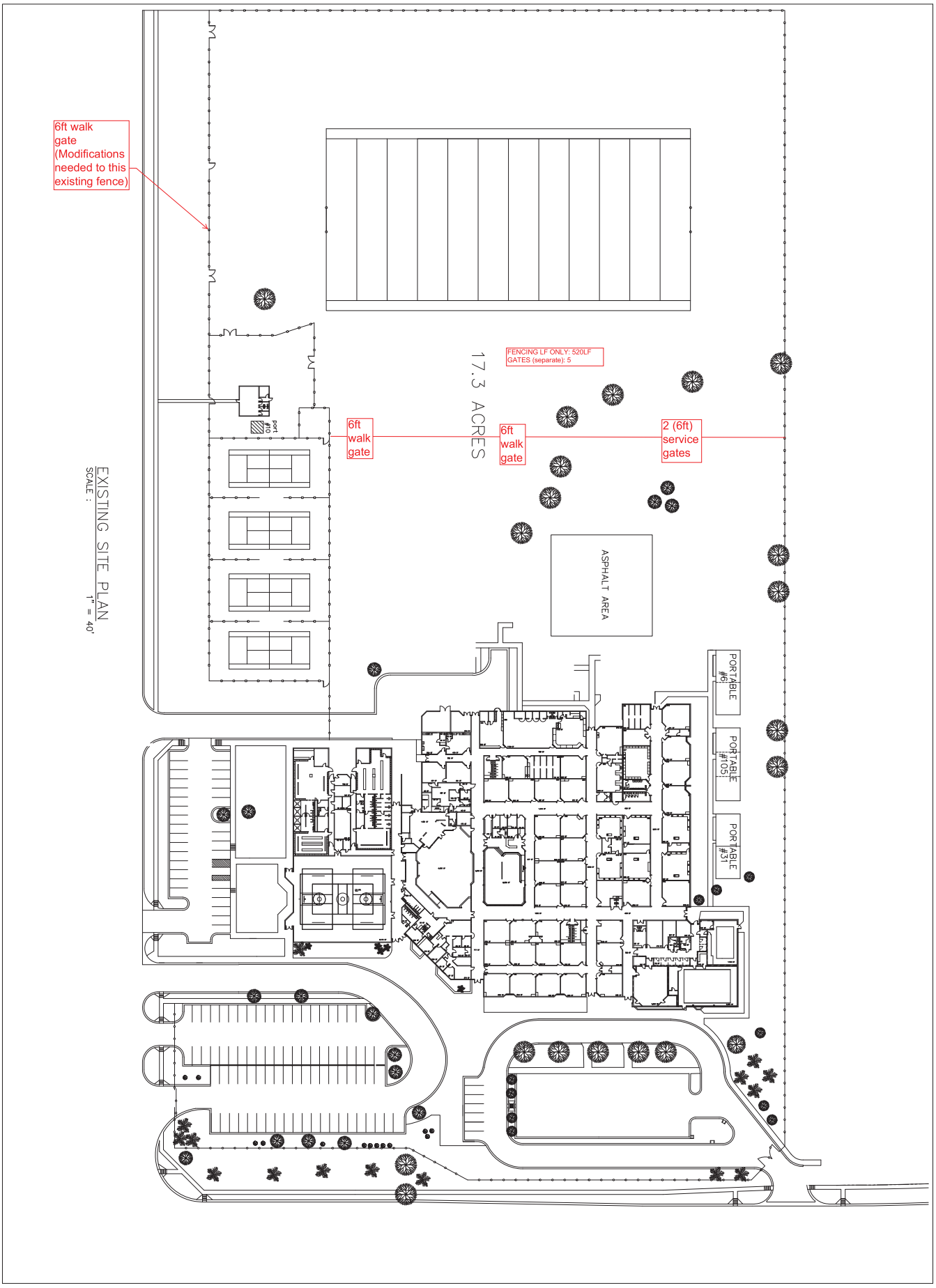
Address

City/State/Zip

Phone No.

Fax No.

E-mail



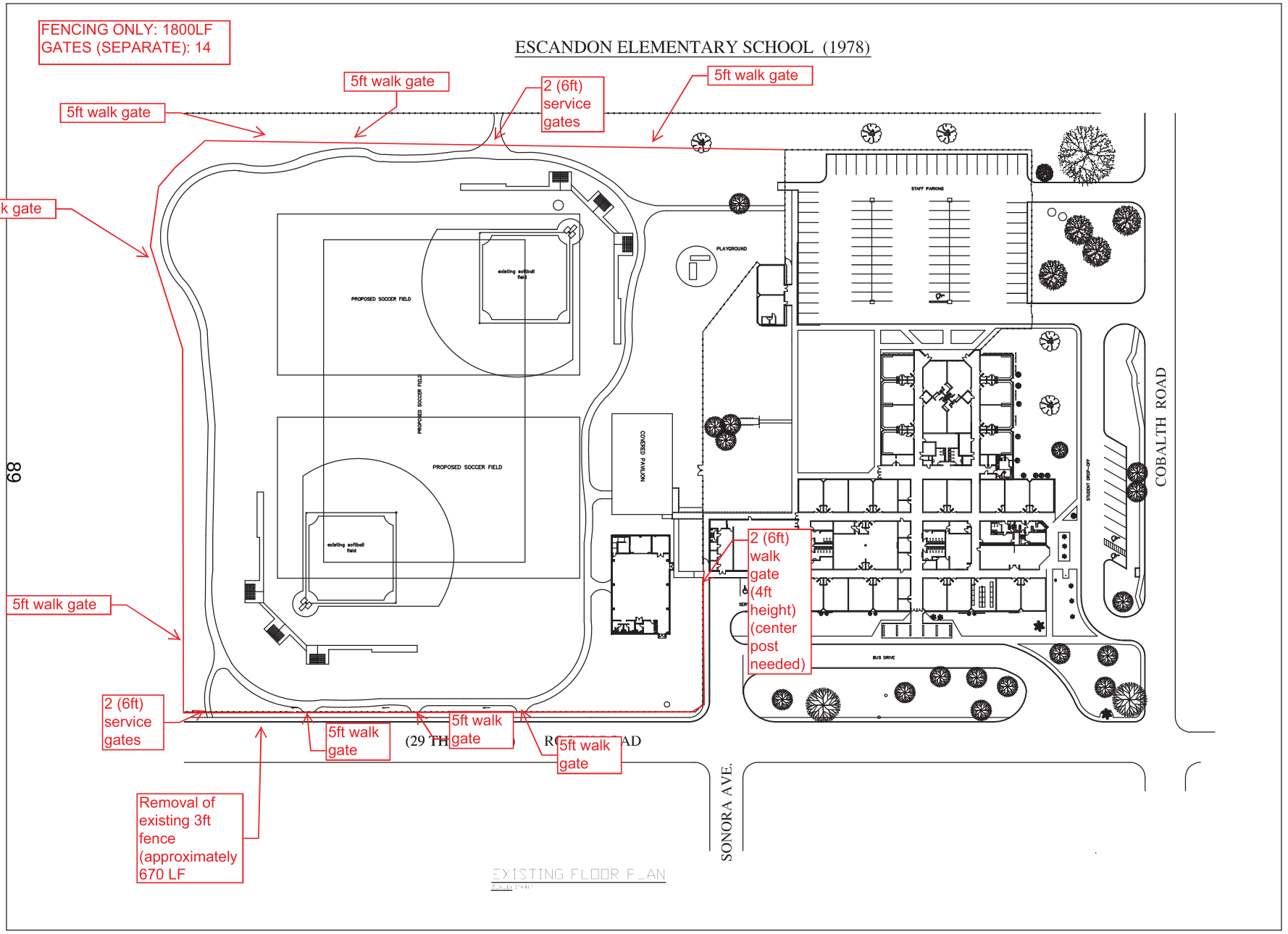
SHEET NO. A-1 OF

PROJECT NAME
BROWN MIDDLE SCHOOL
2700 S WARE ROAD.
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN

88
McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE : as shown	DATE DRAWN:
DATE	REVISIONS		

TRUE NORTH



TRUE NORTH

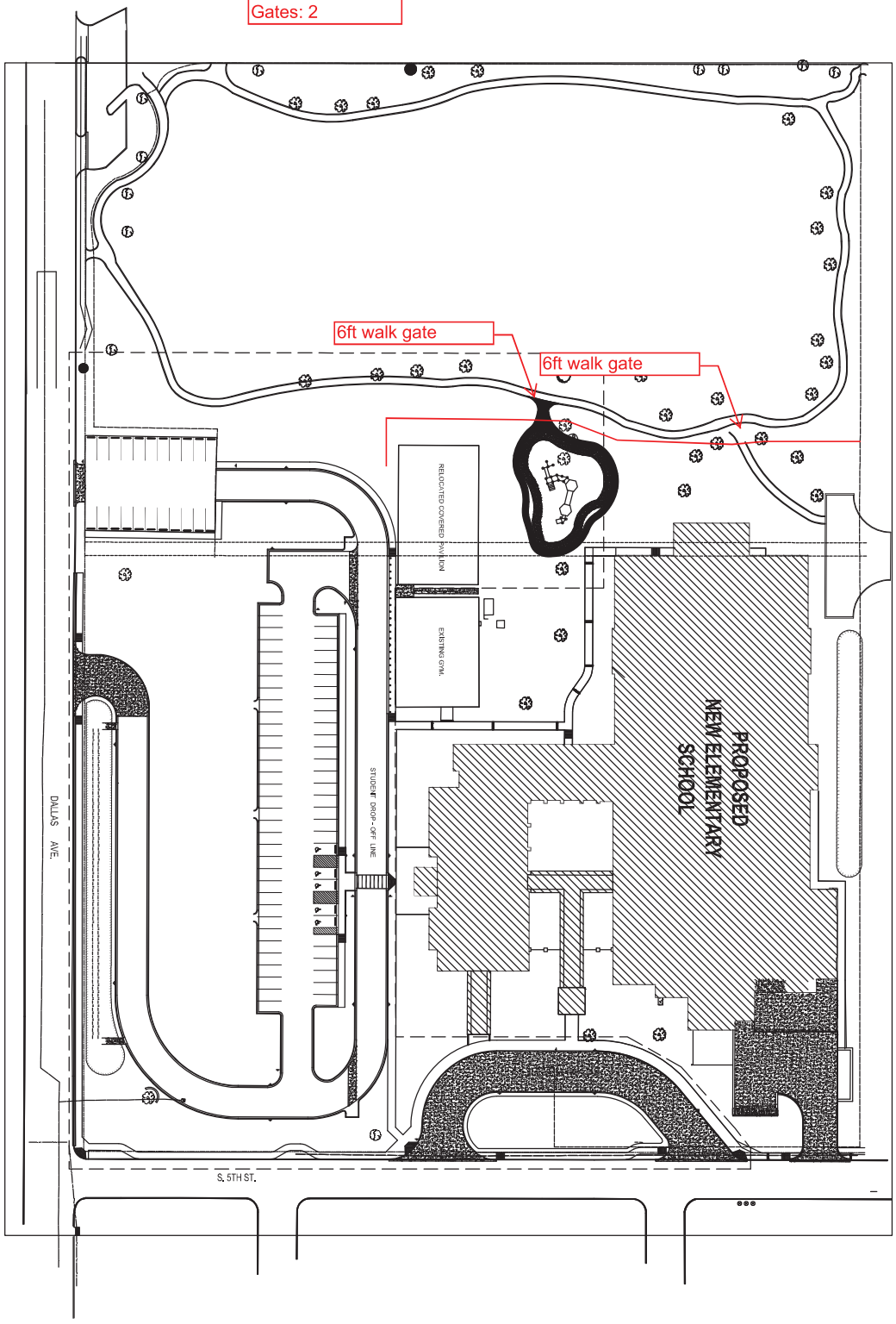
DESIGN BY:
DRAWN BY:
CHK'D:
SCALE : as shown
DATE DRAWN:
REVISIONS

McALLEN INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

PROJECT NAME:
ESCANDON ELEMENTARY SCHOOL
2901 COBALTH ROAD
McALLEN, TEXAS
DRAWING NAME:
PROPOSED FLOOR ANDSITE PLAN

SHEET NO.
A—1
OF

FENCING LF
ONLY: 375LF
Gates: 2



EXISTING SITE PLAN
SCALE: 1" = 40'

FIELDS ELEMENTARY (2001, 2007)

SHEET NO. A—1 OF

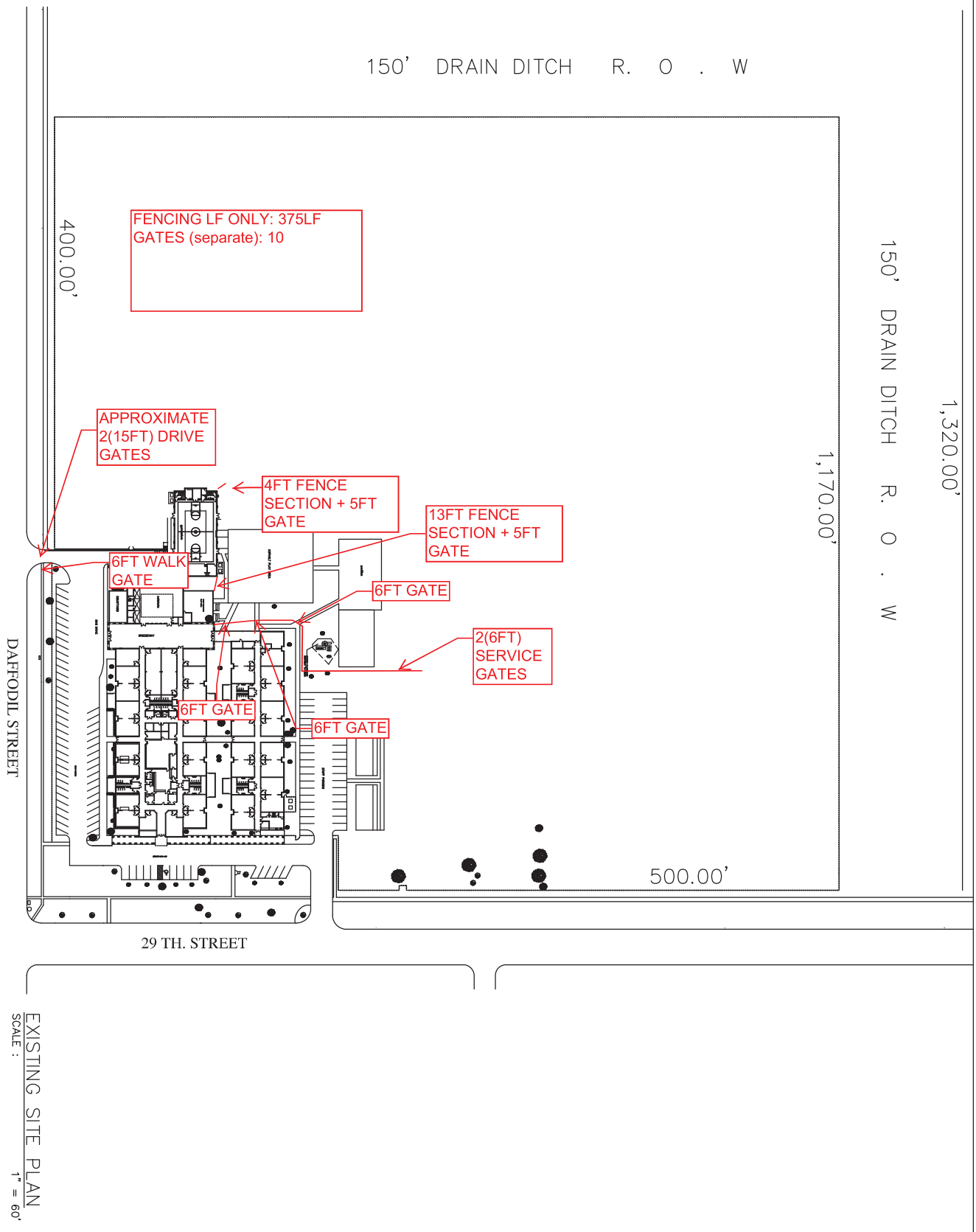
PROJECT NAME
FIELDS ELEMENTARY SCHOOL
500 DALLAS
McALLEN, TEXAS

DRAWING NAME:
EXISTING SITE PLAN

McALLEN 90
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE : as shown	DATE DRAWN:
DATE	REVISIONS		

NORTH



EXISTING SITE PLAN

SCALE : 1" = 60'

SHEET NO. A—1 OF

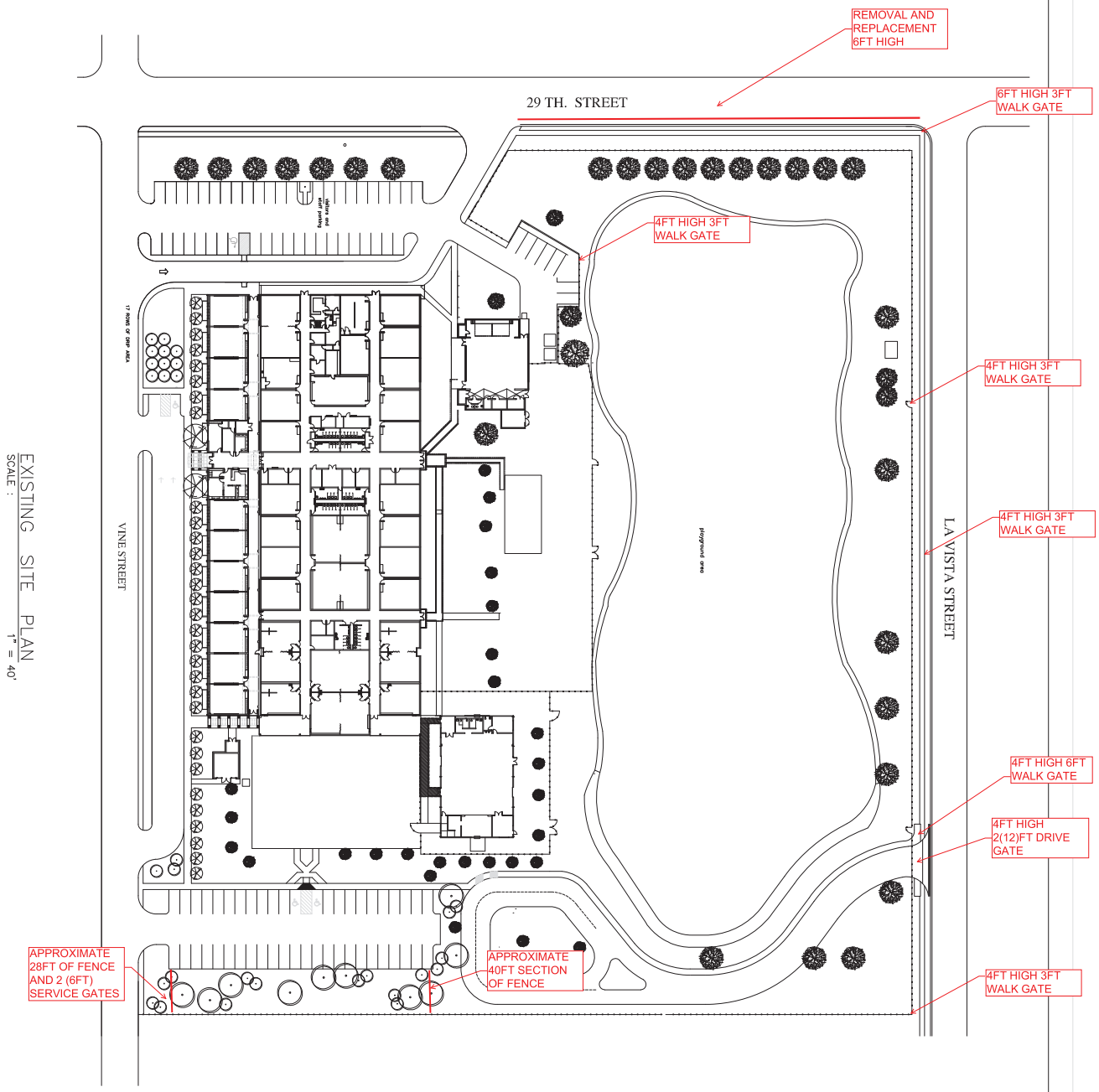
PROJECT NAME
MCAULIFFE ELEMENTARY SCHOOL
3000 DAFFODIL STREET
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN

McALLEN INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE : as shown	DATE DRAWN:
WHITE	REVISIONS		

TRUE NORTH

FENCING ONLY:450LF
GATES (SEPARATE): 9



EXISTING SITE PLAN
SCALE : 1" = 40'

SHEET NO. A—1 OF	PROJECT NAME: JUAN SEGUIN ELEMENTARY SCHOOL 2200 N. 29 TH. McALLEN, TEXAS DRAWING NAME: EXISTING SITE PLAN	McALLEN INDEPENDENT SCHOOL DISTRICT FACILITY PLANNING SERVICES	DESIGN BY: / DRAWING BY: / SCALE : as shown / DATE DRAWN: DATE / REVISIONS

NORTH

DESIGN BY:	DRAWING BY:	SCALE : as shown	DATE DRAWN:

REVISIONS

DATE

McALLEN INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

PROJECT NAME
THIPGEN-ZAVALA ELEM. SCHOOL
2500 GALVESTON
McALLEN, TEXAS

DRAWING NAME
EXISTING SITE PLAN

SHEET NO. A—1 OF

EXISTING SITE PLAN
SCALE : 1" = 40'

SECTION C

FEDERAL LABOR STANDARDS PROVISIONS

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION D

GENERAL WAGE DETERMINATION

TX20200003 01/03/2020

"General Decision Number: TX20200003 01/03/2020

Superseded General Decision Number: TX20190003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	

LABORER
Asphalt Raker.....$ 10.61
Flagger.....$ 9.10
Laborer, Common.....$ 9.86
Laborer, Utility.....$ 11.53
Pipelayer.....$ 11.87
Work Zone Barricade
Servicer.....$ 12.88

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 13.48
Asphalt Paving Machine.....$ 12.25
Broom or Sweeper.....$ 10.33
Crane, Lattice Boom 80
Tons or Less.....$ 14.39
Crawler Tractor.....$ 16.63
Excavator, 50,000 lbs or
less.....$ 12.56
Excavator, over 50,000 lbs..$ 15.23
Foundation Drill, Truck
Mounted.....$ 16.86
Front End Loader Operator,
Over 3 CY.....$ 13.69
Front End Loader, 3 CY or
less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator,
Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
"

SECTION E
DEVIATION/COMPLIANCE FORM

DEVIATION/COMPLIANCE FORM

An authorized company representative must sign this form to indicate compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, and all other information contained in this solicitation. All deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any response based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the respondent assures the District of their full compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and any other information contained in this solicitation.

List deviations below (attach additional sheets, if needed):

_____

_____

_____

_____

_____

_____

_____
Company Name

_____
Address

_____
City, State, Zip

_____
Signature

_____
Email

_____
Phone # Fax#

SECTION F

W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION G
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

SECTION H

CERTIFICATION FORM

CONTRACTOR CERTIFICATION FORM
(Return signed form with your submittal)

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.
Initial where applicable.

☐ A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable.

B. My company is not owned nor operated by anyone who has been convicted of a felony.

C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____

Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

3. Debarment and Suspension (Executive Orders 12549 and 12689)

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. Confidential/Copyrighted Information

By signing below, the Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term **"CONFIDENTIAL"** on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

5. Declaration of Business Location - Texas Education Code 44.031(b)(8)

By signing below, Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

☐ A. Has its principal place of business in the State of Texas; **OR** ☐ B. employs at least 500 persons in the State of Texas

☐ C. Principal place of business is not in the State of Texas: _____
(City, State)

6. Owner(s) Name of Business

By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are (Please print name(s) below. If not applicable, please indicate N/A.)

_____ _____

_____ _____

_____ _____

7. Delinquent Taxpayers

In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.

[☐ I am not a delinquent taxpayer to McAllen ISD

[☐ I am a delinquent taxpayer to McAllen ISD *(your bid may be disqualified if your debt is not cleared prior to award.)*

8. Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

[☐ I am an Active certified HUB vendor. HUB expiration date: _____

[☐ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms

[☐ I am neither.

9. Buy America Provisions

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

10. Entities That Boycott Israel:

If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Bidder does not make that certification, Bidder must indicate that in its Response and state why the certification is not required.

11. Federally Funded Purchases

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases (see attached "Federally Funded Purchases" form.

I, the undersigned authorized agent for the company named below, certify that the information concerning Sections 1-10 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-11 listed above.

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

Contract Provisions for contracts under Federal Awards – Contractor agrees to comply with the following provisions.

- Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of $250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or submit an offer for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- Buy American Provision

SECTION I
REFERENCE FORMS

Alejandra Gonzalez
Director of Purchasing Services
956-632-3241

DISTRICT REFERENCE FORM

Please complete this reference form for the following firm/company:

_____ _____
Name of Business **Contract Term**

1. The quality of the firm's service.
   - ☐ Excellent
   - ☐ Good
   - ☐ Fair
   - ☐ Poor

   Comments: _____

2. Timeliness of project
   - ☐ Excellent
   - ☐ Good
   - ☐ Fair
   - ☐ Poor

   Comments: _____

3. Will you continue doing business with this vendor?
   - ☐ Yes
   - ☐ No

   Why or why not? _____

4. How satisfied is your organization?
   - ☐ Yes
   - ☐ No

   Comments: _____

Reference prepared by:

Name	Signature
Title	Email Address
Phone Number	Date Completed

SECTION J
DRAFT CONTRACT

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. XXXX-XXX (Purchase and Installation of Fence at Various Locations) through Bid No. 2020-260

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and **(name of company as listed on W-9)** a (state vendor is located) (type of business, corporation, llc, etc) (hereinafter referred to as "Contractor") as of the date of execution (the "Commencement Date") by the District as shown on the signatory page of this Contract.

WITNESSETH:

WHEREAS, District recognizes that the **DEPARTMENT** of District (the "Department") requires certain services rendered by Contractor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested proposals from vendors for the certain services, such services more particularly described on Exhibit A attached hereto ("District's Bid No. 2020-260");

WHEREAS, Contractor submitted a response to the District's proposal.

WHEREAS, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Contractor in accordance with the local, state and federal regulations for procurement;

WHEREAS, District has determined that for proper and efficient operation of the Department several objectives must be met, including, among others, coordination of schedules and assignments, administrative ease and efficiency, consistency and uniformity in book and recordkeeping, and the delivery of quality services;

WHEREAS, the Contractor is willing to accept the responsibility of providing the Services to the District in accordance with recognized standards, the Board Policies of District, applicable laws and regulations and the terms and conditions set forth in this Contract;

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Contractor during the term of this Contract;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor shall perform all of the work and provide all equipment, materials and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

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Contractor represents and warrants to District that Contractor possesses all of the licenses, permits and expertise required to provide the equipment, materials and labor and perform the services contemplated hereunder. Contractor warrants and represents that during the term of this Contract, Contractor shall maintain all such licenses and permits. Contractor warrants that the services rendered and equipment, materials and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

A. This Contract

B. Exhibit "A" – District's Bid No. 2020-260

C. Exhibit "B" – Vendor's Services, Products and Fees Pursuant to District's Bid No. 2020-260

D. Exhibit "C" – Certificate of Insurance

This Contract is entered into subject to the following conditions:

A. Contractor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.

B. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Contract, Contractor will, at Contractor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

A. Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

B. Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

C. Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles;

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each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

D. The Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Contract as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Contractor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes. The payment for services, materials and labor shall be paid by District to Contractor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors

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any other person supplying labor or material for Contractor in performing any portion of this Contract or any action or omission incident thereto. Contractor also agrees to pay for and provide workers compensation insurance covering all employees working for Contractor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Contractor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Contractor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Contractor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Contractor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

10. NON-DISCRIMINATION

Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

11. HOLD HARMLESS

Contractor agrees to hold harmless and indemnify District from any liability and/or damages which may directly or indirectly arise from or occur in connection with Contractor's performance under this Contract or any action, activity or omission incident thereto. Such indemnification shall include but not be limited to all District's attorneys' fees and costs incurred in defending or responding to any action brought or threatened against District for any action or omission arising from or incident to Contractor's performance under this Contract.

12. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall commence on the Commencement Date and remain effective through {insert end date}. All services must be completed during the term of the Contract. All services must be completed during the term of the Contract.

A. **Termination without Cause**. District shall have the right to terminate this Contract without cause on thirty (30) days written notice to the Contractor.

B. Termination with Cause.

a. Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

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i. Any conduct of the Contractor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 9 hereof.

iii. Failure of Contractor to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

iv. In addition, if the Contractor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may terminate this Contract upon no less than thirty (30) days written notice.

b. **Termination by Contractor.** In the event District breaches any material term of this Contract, Contractor may terminate this Contract upon no less than fifteen (15) days written notice.

c. **Non-Interference.** Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

13. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District
Attn: Jose A. Gonzalez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Contractor: COMPANY NAME AND ADDRESS
Attn:

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

14. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

15. NO IMPLIED WAIVER

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No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Contractor.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Contractor may not assign Contractor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Contractor.

18. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Contractor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the Contract Documents except as specifically provided for in such amendment.

19. ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

20. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Contract.

21. VARIATIONS OF PROUNOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

22. AUTHORIZATION FOR CONTRACT

The execution and performance of this Contract by District and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and District in accordance with its terms.

23. IMMUNITIES

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Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

24. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Contractor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Contractor or its assignee stop the services on the date of such termination.

25. Family Educational Rights and Privacy Act (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

26. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Contractor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Contractor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District’s property or other location where students are regularly present, District shall

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be the final decider of what constitutes a “location where students are regularly present.” Contractor’s violation of this section shall constitute a material breach of contract. If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

27. ENTITIES THAT BOYCOTT ISRAEL

If Contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.

28. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

29. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by such party in enforcing the terms of this Contract.

30. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

31. BINDING NATURE

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This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

32. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District

By:_____

Marco A. Suarez, Board President

Vendor

By:_____

Name:_____

Title:_____

Approved as to form:
Atlas Hall & Rodriguez, LLP by: _____

Stephen L. Crain

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Exhibit “B” – Vendor’s Services, Products and Fees
Pursuant to Bid No. 2020-260

Bid No. 2020-260 Purchase and Installation of Fence at Various Locations (Re-bid)
Bid Sheet

Chain Link Fencing

Provide and Install Chain Link Fence - linear foot			
Dorothea Brown Middle School	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	520LF	$ 11.76	$ 6,115.20
Number of 6ft Gates	3	$ 481.60	$ 1,444.80
Number of 2 (6ft) Service Gates	1	$ 996.80	$ 996.80
Removal of approximately 3LF to accomodate a 6ft walk gate along Yuma St.	1	$ 828.80	$ 828.80
Total Amount Bid - Dorothea Brown MS			**$** 9,385.60
Jose De Escandon Elementary	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	1800LF	$ 11.76	$ 21,168.00
Number of 5ft Gates	8	$ 436.80	$ 3,494.40
Number of 2 (6ft) Service Gates	3	$ 996.80	$ 2,990.40
Removal of approximately 670LF of fence along 29th St.	1	$ 2.24 / LF	$ 1,500.80
Total Amount Bid - Jose De Escandon ES			**$** 29,153.60
Victor Fields Elementary	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	375LF	$ 11.76	$ 4,410.00
Number of 6ft Gates	2	$ 481.60	$ 963.20
Total Amount Bid - Victor Fields ES			**$** 5,373.20
Christa McAuliffe Elementary	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	375LF	$ 11.76	$ 4,410.00
Number of 5ft Gates	2	$ 436.80	$ 873.60
Number of 6ft Gates	4	$ 481.60	$ 1,926.40
Number of 2 (6ft) Service Gates	1	$ 996.80	$ 996.80
Number of 2 (15ft) Drive Gates	1	$ 8,680.00	$ 8,680.00
Total Amount Bid - Christa McAuliffe ES			**$** 16,886.80
Juan Seguin Elementary	**Quantity**	**Unit Cost**	**Total**
Estimated Linear Footage	450LF	$ 11.76	$ 5,292.00
Number of 3ft Gates	5	$ 380.80	$ 1,904.00
Number of 6ft Gates	1	$ 481.60	$ 481.60
Number of 2 (12 ft) Drive Gates	1	$ 7,593.60	$ 7,593.60
Number of 2 (6ft) Service Gates	1	$ 996.80	$ 996.80
Removal of approximately 330LF of fence along 29th St.	1	$ 2.24 / LF	$ 739.20
Total Amount Bid - Juan Seguin ES			**$** 17,007.20

Bid No. 2020-260 Purchase and Installation of Fence at Various Locations (Re-bid)
Bid Sheet

Thigpen/Zavala Elementary	Quantity	Unit Cost	Total
Estimated Linear Footage	450LF	$ 11.76	$ 5,292.00
Number of 6ft Gates	2	$ 481.60	$ 963.20
Number of 2 (6ft) Service Gates	1	$ 940.80	$ 940.80
Total Amount Bid - Thigpen/Zavala ES			**$** 7,196.00
GRAND TOTAL - ALL LOCATIONS (including Dorothea Brown MS, Jose De Escandon Elementary, Victor Fields Elementary, Christa McAuliffe Elementary, Thigpen/Zavala Elementary, and Juan Seguin Elementary)			**$** 85,002.40

The district has a critical need for substantial completion by **June 14, 2020.** If the project begins on **May 15, 2020** construction is to be completed by: **June 14, 2020**, thirty (30) calendar days.

Specify number of calendar days to complete project: 30 Days



Authorized Signature

Noel Munoz

Representative Name

President

Title

NM Contracting, LLC

Company Name

2022 Orchid Avenue

Address

McAllen, TX 78504

City/State/Zip

956-631-5667

Phone No.

956-627-3959

Fax No.

noel@nmcontracting.us

E-mail

Exhibit “C” – Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jared Young	
CONTRACT BOND AGENCY PO Box 100096 Fort Worth, TX 76185	PHONE (A/C, No, Ext): (817)731-2568	FAX (A/C, No): (817)731-3117
	E-MAIL ADDRESS: jyoung@contractbond.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : WESTCHESTER SURPLUS LINES INS CO	
INSURED NM CONTRACTING, LLC 2022 Orchard Avenue McAllen, TX 78504 TX 78504	INSURER B : GUARD	
	INSURER C : TOKIO MARINE SPECIALTY INS CO	
	INSURER D : TEXAS MUTUAL	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	G71532185001	06/07/2019	06/07/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	NMAU016790	06/06/2019	06/06/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	PUB632571	06/07/2019	06/07/2020	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002032535	06/01/2019	06/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	500,000 500,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid No. 2020-260 Purchase and Installation of Fence at Various Locations (Re-Bid). Additional Insured in favor of McAllen Independent School District applies to all policies except Workers Compensation when required by written contract. General Liability policy includes primary and non-contributory terms as required by written contract. Waiver of Subrogation in favor of McAllen Independent School District applies to all policies when required by written contract. Umbrella policy is follow term form to GL, Auto and Employers Liability policies. Thirty (30) days' notice of cancellation applies on all policies when required by written contract.

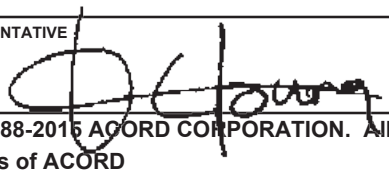
CERTIFICATE HOLDER

McAllen Independent School District
2000 North 23rd Street
McAllen, TX 78501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Exhibit “D” – Payment and Performance Bonds

Exhibit “E” - Federal Contract Provisions/Wages

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: TX20200003 01/03/2020

Superseded General Decision Number: TX20190003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80		

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     Tons or Less.............$ 14.39
     Crawler Tractor..........$ 16.63
     Excavator, 50,000 lbs or
     less.....................$ 12.56
     Excavator, over 50,000 lbs..$ 15.23
     Foundation Drill, Truck
     Mounted..................$ 16.86
     Front End Loader Operator,
     Over 3 CY................$ 13.69
     Front End Loader, 3 CY or
     less.....................$ 13.49
     Loader/Backhoe...........$ 12.77
     Mechanic.................$ 15.47
     Milling Machine..........$ 14.64
     Motor Grader Operator,
     Rough....................$ 14.62
     Motor Grader, Fine Grade....$ 16.52
     Scraper..................$ 11.07

Servicer.....................$ 12.34

Steel Worker (Reinforcing).......$ 14.07

TRUCK DRIVER
     Lowboy-Float.............$ 13.63
     Single Axle..............$ 10.82
     Single or Tandem Axle Dump..$ 14.53
     Tandem Axle Tractor with
     Semi Trailer.............$ 12.12

WELDER.......................$ 14.02
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).


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The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of ""identifiers"" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).
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Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION
"

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Agreement No. 2020-307 with Indeco Sales, Inc., through Request for Cooperative Quotes No. 2020-300 through Texas Association of School Board (TASB) BuyBoard Cooperative for Science Lab Renovations

REFERENCE: Goal 3 – Facility Priorities; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On April 8, 2019 the Board of Trustees approved the renovation to the science labs at Memorial High School, Lamar Academy, James "Nikki" Rowe High School, and McAllen High School. FMO complete several science labs through this project; and requested more quotes to complete the remianing classrooms at said schools, and included Achieve Early College High School for this phase.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District requested quotes one hundred four (104) from BuyBoard vendors; and two (2) vendors responded. Adminstration is recommending that the District award this contract to Indeco Sales, Inc., the lowest bidder.

LEGAL REVIEW:

The Contract has been given preliminary approval by legal counsel, pending receipt of payment and performance bonds and final legal review.

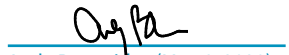
BUDGETARY CONSIDERATIONS:

Funds for this project are available through the General Fund. The contract price for this project is $801,749.00, which includes a contingency of $125,000.00.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve Agreement No. 2020-307 with Indeco Sales, Inc., through Request for Cooperative Quotes No. 2020-300 through Texas Association of School Board (TASB) BuyBoard Cooperative for Science Lab Renovations,using budgeted funds.

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (May 6, 2020)

For further information contact:
Name: Ruben Trevino
Office: 956-632-3200
eMail: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:



Superintendent of Schools

Item #	Description	Vendor	Price	Part Number	UOM	Manufacturer	Model Number	QTY	Pack Weight	Deviations	Expires On	Deviation Notes
1	Achieve Early College – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	$89,246.00	A501	JOB	Indeco Sales		1		Yes	12/31/2020	N/A
1	Achieve Early College – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Haldeman-Homme, Inc	$247,206.00	71639	JOB	CIF/LABCONCO	Educator Series	1	15000 LBS	Yes	5/31/2020	none
2	Achieve Early College – Science Lab Renovation - Allowance - $25,000.00	Haldeman-Homme, Inc	$25,000.00	71639	LOT	n/a	n/a	1	n/a	Yes	5/31/2020	none
2	Achieve Early College – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	$25,000.00	A501	LOT	Indeco Sales		1		Yes	12/31/2020	N/A
3	McAllen High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	$177,928.00	A201	JOB	Indeco Sales		1		Yes	12/31/2020	N/A
3	McAllen High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Haldeman-Homme, Inc	$342,048.00	71639	JOB	CIF/LABCONCO	EDUCATOR SERIES	1	20000 lb	Yes	5/31/2020	NONE
4	McAllen High School – Science Lab Renovation - Allowance - $25,000.00	Haldeman-Homme, Inc	$25,000.00	71639	EA	NA	NA	1	NA	Yes	5/31/2020	NONE
4	McAllen High School – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	$25,000.00	A201	EA	Indeco Sales		1		Yes	12/31/2020	N/A
5	“Nikki” Rowe High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	$170,934.00	A401	JOB	Indeco Sales		1		Yes	12/31/2020	N/A
5	“Nikki” Rowe High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Haldeman-Homme, Inc	$300,618.00	71639	JOB	CIF/LABCONCO	EDUCATOR SERIES	1	22000LB	Yes	5/31/2020	NONE
6	“Nikki” Rowe High School – Science Lab Renovation - Allowance - $25,000.00	Haldeman-Homme, Inc	$25,000.00	71639	LOT	NA	NA	1	NA	Yes	5/31/2020	NONE
6	“Nikki” Rowe High School – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	$25,000.00	A401	LOT	Indeco Sales		1		Yes	12/31/2020	N/A

7	Memorial High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	$219,318.00	A301	JOB	Indeco Sales		1		Yes	12/31/2020	N/A
7	Memorial High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Haldeman-Homme, Inc	$369,965.00	71639	JOB	CIF/LABCONCO	EDUCATOR SERIES	1	25000LB	Yes	5/31/2020	NONE
8	Memorial High School – Science Lab Renovation - Allowance - $25,000.00	Haldeman-Homme, Inc	25,000.00	71639	LOT	NA	NA	1	NA	Yes	5/31/2020	NONE
8	Memorial High School – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	25,000.00	A301	LOT	Indeco Sales		1		Yes	12/31/2020	N/A
9	Lamar Academy High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	19,323.00	A101	LOT	Indeco Sales		1		Yes	12/31/2020	N/A
9	Lamar Academy High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Haldeman-Homme, Inc	49,044.00	71639	LOT	CIF/LABCONCO	EDUCATOR SERIES	1	4500LB	Yes	5/31/2020	NONE
10	Lamar Academy High School – Science Lab Renovation - Allowance - $25,000.00	Haldeman-Homme, Inc	25,000.00	71639	LOT	NA	NA	1	NA	Yes	5/31/2020	NONE
10	Lamar Academy High School – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	25,000.00	A101	LOT	Indeco Sales		1		Yes	12/31/2020	N/A

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2020-307 Science Lab Renovations for: Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS & McAllen HS through Interlocal Cooperative Agreement No. 2020-300 Texas Association of School Board (TASB) BuyBoard

This Contract made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and Indeco Sales, Inc. (hereinafter referred to as "Contractor") as of the date of execution (the "Commencement Date") by the District as shown on the signatory page of this Contract.

WITNESSETH:

WHEREAS, District is a party/member to an Interlocal Cooperative agreement with Texas Association of School Boards (TASB) Buyboard (the "Cooperative Agreement");

WHEREAS, through the Cooperative Agreement, District may award contract(s) to Texas Association of School Boards (TASB) Buyboard vendors;

WHEREAS, Contractor is an approved Texas Association of School Boards (TASB) Buyboard vendor;

WHEREAS, District selected contractor from an approved/awarded list of Texas Association of School Boards (TASB) Buyboard vendors;

WHEREAS, District requested quotes from vendors for the McAllen ISD Science Lab Renovations for Achieve Early College, Memorial, Lamar Academy, Nikki Rowe, and McAllen High Schools

WHEREAS, Contractor submitted a proposal in response to the needs of the District; and

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. **OBLIGATIONS OF THE CONTRACTOR**

Contractor shall perform all of the work and provide all equipment, materials and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

Contractor represents and warrants to District that Contractor possesses all of the licenses, permits and expertise required to provide the equipment, materials and labor and perform the services contemplated hereunder. Contractor warrants and represents that during the term of this Contract, Contractor shall maintain all such licenses and permits. Contractor warrants that the services rendered and equipment, materials and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this

Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

A. This Contract

B. Exhibit "A" – Contractor's Services

C. Exhibit "B" – Fees

D. Exhibit "C" – Contractor's Certificate of Insurance

E. Exhibit "D" – Payment and Performance Bonds

This Contract is entered into subject to the following conditions:

A. Contractor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.

B. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Contract, Contractor will, at Contractor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

A. Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - $500,000.

B. Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

C. Business Commercial or Personal Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

D. The Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Contract as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Contractor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit “B” and is incorporated herein for all purposes. The payment for services, materials and labor shall be paid by District to Contractor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District’s authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Contractor in performing any portion of this Contract or any action or omission incident thereto. Contractor also agrees to pay for and provide workers compensation insurance covering all employees working for Contractor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Contractor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Contractor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Contractor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Contractor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

10. NON-DISCRIMINATION

Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

11. HOLD HARMLESS

Contractor agrees to hold harmless and indemnify District from any liability and/or damages which may directly or indirectly arise from or occur in connection with Contractor's performance under this Contract or any action, activity or omission incident thereto. Such indemnification shall include but not be limited to all District's attorneys' fees and costs incurred in defending or responding to any action brought or threatened against District for any action or omission arising from or incident to Contractor's performance under this Contract.

12. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall commence on the Commencement Date and remain effective through July 1, 2020. All services must be completed during the term of the Contract.

A. **Termination without Cause**. District shall have the right to terminate this Contract without cause on thirty (30) days written notice to the Contractor.

B. Termination with Cause.

a. Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

i. Any conduct of the Contractor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 9 hereof.

iii. Failure of Contractor to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

iv. In addition, if the Contractor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may terminate this Contract upon no less than thirty (30) days written notice.

b. **Termination by Contractor.** In the event District breaches any material term of this Contract, Contractor may terminate this Contract upon no less than fifteen (15) days written notice.

c. **Non-Interference.** Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

13. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District:
McAllen Independent School District
Attn: Jose A. Gonzalez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Contractor:
Indeco Sales, Inc.
Attn: Martin Pena II, Territory Account Manager
805 E. 4th Ave.
Belton, Texas 76513
eMail: martin.pena@indecosales.com

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

14. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

15. NO IMPLIED WAIVER

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Contractor.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Contractor may not assign Contractor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Contractor.

18. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Contractor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the Contract Documents except as specifically provided for in such amendment.

19. ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

20. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Contract.

21. VARIATIONS OF PROUNOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

22. AUTHORIZATION FOR CONTRACT

The execution and performance of this Contract by District and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and District in accordance with its terms.

23. IMMUNITIES

Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

24. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal

period, in writing, notify Contractor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Contractor or its assignee stop the services on the date of such termination.

25. Family Educational Rights and Privacy Act (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

26. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Contractor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Contractor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District’s property or other location where students are regularly present, District shall be the final decider of what constitutes a “location where students are regularly present.” Contractor’s violation of this section shall constitute a material breach of contract. If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

27. ENTITIES THAT BOYCOTT ISRAEL

If Respondent is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel during the term of

the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.

28. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

29. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by such party in enforcing the terms of this Contract.

30. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

31. BINDING NATURE

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

32. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

33. PAYMENT AND PERFORMANCE BONDS

Performance bonds are required for bids/proposals in excess of One Hundred Thousand Dollars ($100,000). Payment Bonds are required for bids/proposals in excess of Twenty-five Thousand Dollars ($25,000). When a performance or payment bond is required, the amounts shall be for 100% of the contract amount (including contingency). Any required bond(s) must be filed with the District within ten (10) days from the date of the Notice of Award. The only form of surety acceptable as a performance or payment bond is a Surety or Blanket Bond from a company chartered or authorized to do business in Texas. Bonds completed (signed) by an out-of-Texas surety require a counter signature by a Texas resident agent of a company chartered or authorized to do business in Texas. Bonds and other forms of surety must be made payable to McAllen Independent School District. Bonds in excess of One Hundred Thousand Dollars ($100,000.00) must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of One Hundred Thousand Dollars ($100,000.00) from a United States Treasury listed reinsurer. Payment and Performance Bonds must be in accordance with Texas Government Code 2253.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

EXECUTED this _____ day of _____, 2020.

DISTRICT:

McAllen Independent School District

By:_____
Marco Suarez, Board President

Vendor

By: _____
Name: Martin Pena II
Title: Territory Account Manager

Approved as to form:
Atlas Hall & Rodriguez, LLP by: _____
Stephen L. Crain

EXHIBIT A

Contractor's Services

RFQ Summary

*All Due Dates are Central Time Zone

RFQ Contact Information

Contact Name: Elizabeth Cabrera

Contact Entity: McAllen ISD

Contact Phone: (956) 632-3241

Contact Email: elizabeth.cabrera@mcallenisd.net

Due Date*: 5/1/2020 3:00 PM

Sent Date:

Delivery Address: 4309 Warrior Drive Suite B McAllen, TX 78501

Title: 2020-300 McAllen ISD Science Lab Renovations for Achieve Early College, Memorial, Lamar Academy, Nikki Rowe, and McAllen High Schools through Texas Association of School Boards (TASB) Buyboard

Vendor Notes: ******In light of the current state and national emergency, McAllen Independent School District has activated Stage 3 Action Plan, which requires District employees to work remotely. Be assured that the District has resumed business as usual. McAllen ISD will be accepting only electronic submittals for the referenced project. Hand delivered and/or mailed proposals will not be accepted. All proposal responses shall be submitted electronically via BuyBoard portal.****** Replacement/Renovations of Fifteen (15) Science Labs at Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, and McAllen HS as per plans and specifications attached. Furniture installation to be done by contractor in accordance to engineer specifications at each location within 90 days May 18, 2020 to August 16, 2020. There shall be wheelchair spaces provided as per plans in compliance with ADA requirements. The installation shall be performed by the successful bidder, under the direction of a capable installation superintendent, in a manner satisfactory to the Engineer. The installation shall be turned over to the owner with all labs complete and ready to use. Responsibility of Bidder: The bidder shall provide a complete set of descriptive literature showing the product proposed as specified in specifications attached. Quality Assurance: To ensure high quality, design, color, and operation. Reference has been made to the specifications as a basis of the minimum standard of quality, design and function. Products of other manufacturers not listed must be submitted in writing for prior approval as specified on specifications attached prior to bid date to be given full consideration. DELIVERY: Deliver all science furniture for science labs in sufficient time to complete the installation on or before July 1, 2020. Material Specifications: Refer to Specifications Attached CLEANING: Remove all debris caused by this work from the premises. ***For questions on this project or to schedule a campus visit, please contact Ruben Trevino, Executive Director for Facility, Maintenance, and Operations or Melissa Ortiz, Facilities Project Manager at the following emails: ruben.trevino@mcallenisd.net & melissa.ortiz@mcallenisd.net.*** **Refer to attached specifications, technical specifications, plans/drawings and "Draft Contract".***

Item Information

Item #	Description	Qty	
[1]	Achieve Early College – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	1	Show Details
[2]	Achieve Early College – Science Lab Renovation - Allowance - $25,000.00	1	Show Details
[3]	McAllen High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	1	Show Details
[4]	McAllen High School – Science Lab Renovation - Allowance - $25,000.00	1	Show Details
[5]	“Nikki” Rowe High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	1	Show Details
[6]	“Nikki” Rowe High School – Science Lab Renovation - Allowance - $25,000.00	1	Show Details
[7]	Memorial High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	1	Show Details
[8]	Memorial High School – Science Lab Renovation - Allowance - $25,000.00	1	Show Details
[9]	Lamar Academy High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	1	Show Details
[10]	Lamar Academy High School – Science Lab Renovation - Allowance - $25,000.00	1	Show Details

Vendor(s) Receiving RFQ

Vendor	Status	Expiration Date	Submitted On
A. Bargas and Associates, LLC	New		
ACP Direct	New		
Agati, Inc.	New		
Allermuir	New		
Alumni Classroom Furniture Inc.	New		

Azteca Designs, Inc.	New
Baltix Sustainable Furniture, LLC	New
Biofit Engineered Products, LP	New
Capitol Blind and Drapery	New
Carolina Biological Supply Company (self-reporting vendor)	New
Charles Alan Incorporated	New
Community Playthings	New
Computer Comforts, Inc.	New
CORE Office Interiors (formerly Austin Business Furniture)	New
Custom Educational Furnishings	New
DeBourgh Manufacturing Company	New
Demco, Inc.	New
Dewitt Poth and Son	New
Discount School Supply	New
ECFS, LLC	New
Educator's Depot	New
Exemplis, LLC (Self-reporting vendor)	New
FIREHOUSEBEDS.com	New
Foliot Furniture Pacific Inc.	New
Fomcore, LLC	New
Gressco Ltd.	New
Groupe Lacasse LLC	New
Haldeman-Homme, Inc	New
Haskell Office	New
Hekman Contract	New
Hertz Furniture Systems, LLC (self-reporting vendor)	New
Hickory Contract	New
HOWE US, Inc.	New
Indeco Sales, Inc.	New
Irwin Seating Company	New
J.R., Inc.	New
Jasper Seating Company, Inc.	New
Jonti-Craft, Inc.	New
K-Log, Inc.	New
Kaplan Early Learning Company	New
Kimball	New
Krug Inc.	New
Lakeshore Learning Materials (self-reporting vendor)	New
Leland International, Inc.	New
Liberty Office Products (self-reporting vendor)	New
Libra-Tech Corporation	New
Library Design Systems, Inc.	New
Library Interiors of Texas, LLC	New
Lone Star Furnishings, LLC	New
M.A.N.S. Distributors, Inc.	New
Martin Brattrud	New
MeTEOR Education, LLC.	New
Mity-Lite	New
MooreCo, Inc.	New
Moving Minds (Play with a Purpose)	New

National Business Furniture	New
National Public Seating	New
Navetta (formerly ShuttleSystem)	New
Neutral Posture, Inc.	New
Nevers Industries, Inc.	New
Noise Control Specialist	New
NorvaNivel USA LP	New
Office Design Concepts, LLC	New
Office Furniture for Less	New
OFGO	New
Palmer Hamilton, LLC	New
Perry Office Plus (self-reporting vendor)	New
PS Furniture, Inc.	New
Raspberry Med, Inc.	New
Reynolds Manufacturing Corporation	New
RightAngle Products	New
Rubber Flooring Systems (RFS)	New
Sauder Education	New
School Outfitters (Self-reporting vendor)	New
School Specialty, Inc. (Furniture) (self-reporting vendor)	New
Seating Concepts, Inc.	New
Sedia Systems	New
Sheldon Laboratory Systems	New
SHI Government Solutions (self-reporting vendor)	New
Shiffler Equipment Sales, Inc.	New
SICO America, Inc.	New
Silicon Valley Shelving and Equipment Co., Inc.	New
South Texas School Furniture	New
Southern Aluminum Manufacturing Acquisition, Inc.	New
Spec Seats	New
StageRight Corporation	New
Staples Business Advantage (Furniture)(Self reporting vendor)	New
Steelcase (self-reporting vendor)	New
Tenjam Associates	New
Tesco Industries	New
The Brill Company, Inc.	New
The Caprock Group, LLC	New
The Edu-Source Corporation	New
The HON Company LLC (self-reporting vendor)	New
The Library Store	New
Thompson Educational Furnishings	New
Trendway Corporation	New
Unity Education Resources	New
VARI Sales Corporation	New
Virco Inc.	New
VWR International, LLC - Sargent Welch	New
Wildcat Mfg	New
Worthington Contract Furniture, L.P.	New
Worthington Direct	New

Project Manual

FOR

McAllen ISD Science Lab Renovations for: Achieve Early College HS, Memorial HS, Lamar Academy, Nikki Rowe HS & McAllen HS

Prepared for the
McAllen Independent School District
McAllen, Texas

McAllen ISD Board of Trustees

Mr. Marco Suarez, Board President
Mr. Sam Saldivar, Jr., Vice-President
Mr. Conrado Alvarado., Secretary
Ms. Debbie Crane Aliseda, Trustee
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Mr. Tony Forina, Trustee
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Jose A. Gonzalez, Ed. D. McAllen ISD Superintendent



STRUCTURAL ENGINEER

CHANIN ENGINEERING, LLC

ARCHITECT

EGV ARCHITECTS, INC.

COPY NO. _____

DATED: 04-23-20

a. Summary Section 011000.....5 PAGES

b. Price and Payment Procedures Section 012000 .....6 PAGES

c. Allowances 012100.....3 PAGES

d. Administrative Requirements Section 013000.....5 PAGES

e. Construction Progress Schedule Section 013230.....4 PAGES

f. Submittal Procedures Section 013300 .....7 PAGES

g. Quality Requirements Section 014000.....8 PAGES

h. Temporary Facilities and Controls Section 015000.....6 PAGES

i. Product Requirements Section 016000 .....7 PAGES

j. Product Substitution Procedures Section 016300 .....2 PAGES

k. Execution Requirements Section 017000 .....11 PAGES

l. Index of Technical Specifications/Drawings.....ATTACHED

INDEX OF TECHNICAL SPECIFICATIONS

DIVISION 11- EQUIPMENT

115313	LABORATORY FUME HOODS	6 Pages

DIVISION 12- FURNISHINGS

123553.19	WOOD LABORATORY CASEWORK	13 Pages
123653	LABORATORY COUNTERTOPS	8 Pages



APR 23 2020

INDEX OF DRAWINGS

CS COVER SHEET
A101 LAMAR ACADEMY CASEWORK FLOOR PLAN & ELEVATIONS
PROJECT GENERAL NOTES
A201 McALLEN HS CASEWORK FLOOR PLANS
A202 McALLEN HS CASEWORK ELEVATIONS
A203 McALLEN HS CASEWORK ELEVATIONS
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A301 MEMORIAL HS CASEWORK FLOOR PLANS
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A503 ACHIEVE EARLY COLLEGE CASEWORK ELEVATIONS
A504 ACHIEVE EARLY COLLEGE CASEWORK ELEVATIONS

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

1.3 PROJECT INFORMATION

A. Facility Owner Information:

1. Owner Name: McAllen ISD.
2. Owner's Representative:
    a. Ruben Trevino; Executive Director of Facilities, Maintenance & Operations; McAllen ISD
    b. Melissa Rodriguez; Facilities Project Manager; McAllen ISD (956) 632-3200
3. Owner's Engineer:
    a. Engineer: Miguel Chanin, PE; Chanin Engineering; 956-687-9421
    b. Direct technical questions to Owner's Engineer.
    c. Where individual specification sections refer to Owner, Owner may elect to delegate submittal and response responsibilities to Owner's Consultant.

B. Facility Information:

1. Facility Name: Rowe High School.
   a. Building Location: 2101 N. Ware Rd., McAllen, Texas

2. Facility Name: McAllen High School
   a. Building Location: 2021 La Vista Ave., McAllen, Texas

3. Facility Name: Memorial High School
   a. Building Location: 101 E. Hackberry Ave., McAllen, Texas

4. Facility Name: Lamar Academy
   a. Building Location: 1009 N. 10th St., McAllen, TX 78501

5. Facility Name: Achieve Early College High School
   a. Building Location: 1601 N. 27th St., McAllen, TX 78501

C. Project Information:

1. Project Name: McAllen ISD Science Lab Renovations for: McAllen HS, Memorial HS, Nikki Rowe HS, Lamar Academy & Achieve Early College HS

2. WORK COVERED BY CONTRACT DOCUMENTS

D. The Work of Project is defined by the Contract Documents and consists of the following:

1. Replacement/renovation of science labs - McAllen Independent School District

E. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

A. Use of Site, Limited: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

1. Use of Site: Limit use of Project site to work in areas indicated and as directed by Owner. Do not disturb portions of Project site beyond areas in which the Work is indicated, including designated lay-down areas.

   a. Do not use Owner's toilet rooms.

   b. Do not use Owner's cafeteria.

2. Driveways, Walkways and Entrances: Keep driveways, facility loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: Owner will occupy site including existing and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 am to 5:00 pm, Monday through Friday, unless otherwise indicated.

1. Weekend Hours: 24-hour notice to Owner.

2. Hours for Utility or Services Shutdowns: 24 Hour notice to Owner.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Project: Use of tobacco products on the Project site is not permitted.

F. Controlled Substances: Use of other controlled substances on the Project site is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

3. The material, products and equipment described in these construction documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better materials or equipment provided that same meets the requirements of the particular project and is approved in an addendum as a substitution prior to the submission of proposals.

4. No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Owner and/or Project Manager at least seven (7) calendar days prior to the date for receipt of proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. The Owner’s/Project Manager’s decision of approval or disapproval of a proposed substitution shall be final.

5. If the Owner/Engineer approves any proposed substitution prior to receipt of proposals, such approval will be set forth in an addendum. Proposers shall not rely upon approvals made in any other manner.

6. No substitutions will be considered after the Contract award.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Allowances.

B. Contingency allowances.

C. Testing and inspection allowances.

D. Schedule of Values.

E. Application for Payment.

F. Change procedures.

G. Defect assessment.

H. Unit prices.

I. Alternates.

1.2 ALLOWANCES

A. Costs Included in Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to Site and applicable taxes unless stated otherwise in Allowance Schedule.

B. Costs Not Included in Allowances but Included in Contract Sum/Price: Product handling at Site including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing unless stated otherwise in Allowance Schedule.

C. Architect/Engineer Responsibilities:
   1. Consult with Contractor for consideration and selection of products.
   2. Select products in consultation with Owner and transmit decision to Contractor.
   3. Prepare Change Order.

D. Contractor Responsibilities:
   1. Assist Architect/Engineer in selection of products, suppliers, and installers.
   2. Obtain proposals from suppliers and installers and offer recommendations.
   3. Upon notification of selection by Engineer, execute purchase agreement with designated supplier and installer.

4. Arrange for and process Shop Drawings, Product Data, and Samples. Arrange for delivery.
5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Differences in costs will be adjusted by Supplemental Instructions.

F. Allowance Schedule: N/A

1.3 CONTINGENCY ALLOWANCES

A. Include in Contract a stipulated sum/price of $25,000 per campus for use upon Owner's instruction as a contingency allowance.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, will be included in Supplemental Instructions authorizing expenditure of funds from this contingency allowance. No bonding, overhead, and profit will be included.

C. Funds will be drawn from contingency allowance only by Supplemental Instructions.

D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.4 SCHEDULE OF VALUES

A. Submit printed and electronic file schedule on AIA G702 - Continuation Sheet for G703 or similar document provided by Engineer.

B. Submit Schedule of Values as electronic file within 15 days after date of Owner-Contractor Agreement for approval .

C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify Site mobilization, bonds and insurance.

D. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.

E. Include separately from each line item, direct proportional amount of Contractor's overhead and profit.

F. Revise schedule to list approved Change Orders with each Application for Payment.

1.5 APPLICATION FOR PAYMENT

A. Submit three copies AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or similar document provided by Engineer.

B. Content and Format: Use Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Submit at intervals stipulated in the Agreement.

E. Submit three copies of waivers requested by Owner.

F. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:

1. Partial release of liens from major Subcontractors and vendors.
2. Record Documents as specified in Section 01700 - Execution Requirements, for review by Owner, which will be returned to Contractor.
3. Affidavits attesting to off-Site stored products.
4. Construction Progress Schedule, revised and current as specified in Section 01330 - Submittal Procedures.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Submittals Schedule (preliminary if not final).
5. List of Contractor's staff assignments.
6. List of Contractor's principal consultants.
7. Initial progress report.
8. Report of preconstruction conference.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. "Contractor's Affidavit of Payment of Debts and Claims."
5. "Contractor's Affidavit of Release of Liens."
6. "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

1.6 CHANGE PROCEDURES

A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.

C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Architect/Engineer; establish procedures for handling queries and clarifications.
   1. Use Standard - Request for Information document for requesting interpretations.
   2. Architect/Engineer may respond with a direct answer on the Request for Interpretation form.

D. Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.

E. Architect/Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 7 days.

F. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.

G. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Change Order.

H. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

I. Correlation of Contractor Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
   2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
   3. Promptly enter changes in Record Documents.

1.7 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.

C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.

D. Authority of Engineer to assess defects and identify payment adjustments is final.

E. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from transporting vehicle.
   4. Products placed beyond lines and levels of the required Work.
   5. Products remaining on hand after completion of the Work.
   6. Loading, hauling, and disposing of rejected products.

1.8 UNIT PRICES

A. Authority: Measurement methods are delineated in individual Specification Sections.

B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.

C. Take measurements and compute quantities. Architect/Engineer will verify measurements and quantities.

D. Unit Quantities: Quantities and measurements indicated on Proposal Form are for Contract purposes only. Actual quantities provided shall determine payment.
   1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.

E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.

F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

G. Measurement of Quantities:
   1. Weigh Scales: Inspected, tested, and certified by applicable State of Texas weights and measures department within past year.
   2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
   3. Metering Devices: Inspected, tested, and certified by applicable State of Texas department within past year.
   4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
   5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
   6. Measurement by Area: Measured by square dimension using mean length and width or radius.

7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.9 ALTERNATES

A. Alternates quoted on Proposal Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.

B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
   1. Coordinate related requirements among Specification Sections as required.
   2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
   3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Quantity allowances.

2. Contingency allowances.

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices.

2. Divisions 2 through 48 Sections for items of work covered by allowances.

1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.

2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No 1: $25,000.00 per campus contingency for use according to Owner's written instructions.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and Project conditions.

B. Preconstruction meeting.

C. Site mobilization meeting.

D. Progress meetings.

E. Preinstallation meetings.

F. Closeout meeting.

G. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
   1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.

D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.

E. In finished areas conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

A. Engineer will schedule and preside over meeting after Notice of Award.

B. Attendance Required: Architect/Engineer, Owner, Resident Project Representative, appropriate governmental agency representatives, and Contractor.

C. Minimum Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
5. Designation of personnel representing parties in Contract, and Architect/Engineer.
6. Communication procedures.
7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
8. Scheduling.
9. Critical Work sequencing.

D. Contractor: Record minutes and distribute copies to participants within seven days after meeting, with Architect/Engineer, Owner, and those affected by decisions made.

1.4 SITE MOBILIZATION MEETING

A. Contractor will schedule and preside over meeting at Project Site prior to Contractor occupancy.

B. Attendance Required: Architect/Engineer, Owner, Contractor, Contractor's superintendent, Contractor.

C. Minimum Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements.
3. Construction facilities and controls.
4. Temporary utilities.
5. Security and housekeeping procedures.
6. Schedules.
7. Procedures for testing.
8. Procedures for maintaining record documents.
9. Requirements for startup of equipment.

10. Inspection and acceptance of equipment put into service during construction period.

D. Contractor: Record minutes and distribute to participants within 7 days after meeting.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum weekly intervals.

B. Contractor shall make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Architect/Engineer, Owner, as appropriate to agenda topics for each meeting.

D. Minimum Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittal schedule and status of submittals.
6. Review of off-Site fabrication and delivery schedules.
7. Maintenance of Progress Schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on Progress Schedule and coordination.
13. Other business relating to Work.

E. Contractor: Record minutes and distribute to participants within 7 days after meeting.

1.6 PREINSTALLATION MEETINGS

A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.

B. Require attendance of parties directly affecting, or affected by, Work of specific Section.

C. Notify Architect/Engineer four days in advance of meeting date.

D. Prepare agenda and preside over meeting:
1. Review conditions of installation, preparation, and installation procedures.
2. Review coordination with related Work.

E. Record minutes and distribute to participants within seven days after meeting.

1.7 CLOSEOUT MEETING

A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.

B. Attendance Required: Contractor, Major Subcontractors, Architect/Engineer, Owner, and others appropriate to agenda.

C. Notify Architect/Engineer four days in advance of meeting date.

D. Minimum Agenda:
   1. Start-up of facilities and systems.
   2. Operations and maintenance manuals.
   3. Testing, adjusting, and balancing.
   4. System demonstration and observation.
   5. Operation and maintenance instructions for Owner's personnel.
   6. Contractor's inspection of Work.
   7. Contractor's preparation of an initial "punch list."
   8. Procedure to request Architect/Engineer inspection to determine date of Substantial Completion.
   9. Completion time for correcting deficiencies.
   10. Inspections by authorities having jurisdiction.
   11. Certificate of Occupancy and transfer of insurance responsibilities.
   12. Partial release of retainage.
   13. Final cleaning.
   14. Preparation for final inspection.
   15. Closeout Submittals:
      a. Project record documents.
      b. Operating and maintenance documents.
      c. Operating and maintenance materials.
      d. Affidavits.
   16. Final Application for Payment.
   17. Contractor's demobilization of Site.
   18. Maintenance.

E. Record minutes and distribute copies to participants within 7 days after meeting.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ALTERATION PROCEDURES

A. Entire facility will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.
   1. Perform Work not to interfere with operations of occupied areas.

2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
3. Indoor temperature control must be maintained at all times.
4. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.

B. Materials: As specified in product Sections; match existing products with new and salvaged products for patching and extending Work.

C. Employ skilled and experienced installer to perform alteration and renovation Work.

D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 01700 - Execution Requirements.

E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

F. Remove debris and abandoned items from area and from concealed spaces.

G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.

H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.

I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original condition.

J. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.

K. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

END OF SECTION

SECTION 01 32 30

CONSTRUCTION PROGRESS SCHEDULES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals.

B. Quality assurance.

C. Format for network analysis schedules.

D. Network analysis schedules.

E. Bar chart schedules.

F. Review and evaluation.

G. Updating schedules.

H. Distribution.

1.2 SUBMITTALS

A. Within 10 days after date of Owner-Contractor Agreement, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.

B. Participate in review of preliminary and complete network diagrams jointly with Architect/Engineer.

C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analyses.

E. Submit updated network schedules every 14 days.

F. Any changes to schedule must be submitted at least 7 days in advance.

G. Post as electronic file to Project Team.

H. Submit network schedules under transmittal letter form specified in Section 013300 - Submittal Procedures.

I. Schedule Updates:
   1. Overall percent complete, projected and actual.
   2. Completion progress by listed activity and sub activity, to within five working days prior to submittal.
   3. Changes in Work scope and activities modified since submittal.
   4. Delays in submittals or resubmittals, deliveries, or Work.
   5. Adjusted or modified sequences of Work.
   6. Other identifiable changes.
   7. Revised projections of progress and completion.

J. Narrative Progress Report:
   1. Submit with each monthly submission of Progress Schedule.
   2. Summary of Work completed during the past period between reports.
   3. Work planned during the next period.
   4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
   5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
   6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel specializing in CPM scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.

B. Contractor's Administrative Personnel: 2 years' minimum experience in using and monitoring CPM schedules on comparable Projects.

1.4 FORMAT FOR NETWORK ANALYSIS SCHEDULE

A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with applicable Specification Section number.

B. Scale and Spacing: To allow for notations and revisions.

1.5 NETWORK ANALYSIS SCHEDULES

A. Prepare network analysis diagrams and supporting mathematical analyses using critical path method.

B. Illustrate order and interdependence of activities and sequence of Work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.

C. Illustrate complete sequence of construction by activity, identifying Work of separate stages. Indicate dates for submittals and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.

D. Mathematical Analysis: Tabulate each activity of detailed network diagrams using calendar dates, and identify for each activity:
   1. Preceding and following event numbers.
   2. Activity description.
   3. Estimated duration of activity, in maximum 15-day intervals. Status of critical activities.
   4. Earliest start date.
   5. Earliest finish date.
   6. Actual start date.
   7. Actual finish date.
   8. Latest start date.
   9. Latest finish date.
   10. Total and free float; accrue float time to Owner and to Owner's benefit.
   11. Monetary value of activity, keyed to Schedule of Values.
   12. Percentage of activity completed.
   13. Responsibility.

E. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and of recomputing of scheduled dates and float.

F. Required Sorts: List activities in sorts or groups:
   1. By preceding Work item or event number from lowest to highest.
   2. By longest float, then in order of early start.
   3. By responsibility in order of earliest possible start date.
   4. In order of latest allowable start dates.
   5. In order of latest allowable finish dates.
   6. Contractor's periodic payment request sorted by Schedule of Values list.
   7. List of basic input data-generating report.
   8. List of activities on critical path.

G. Prepare subschedules for each stage of Work and Sequencing of Construction Plan identified in Section 01100 – Summary.

H. Coordinate contents with Schedule of Values in Section 01330 - Submittal Procedures.

1.6 BAR CHART SCHEDULES

A. Format: Bar chart Schedule, to include at least:
   1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:

      a. Subcontract Work.
      b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
      c. Move-in and other preliminary activities.
      d. Equipment and equipment system test and startup activities.
      e. Project closeout and cleanup.
      f. Work sequences, constraints, and milestones.

2. Listings identified by Specification Section number.
3. Identification of the following:

    a. Horizontal time frame by year, month, and week.
    b. Duration, early start, and completion for each activity and subactivity.
    c. Critical activities and Project float.
    d. Subschedules to further define critical portions of Work.

1.7 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Architect/Engineer at each submittal.

B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.

C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.8 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.

C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

D. Upon approval of a Change Order, include the change in the next schedule submittal.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit sorts as required to support recommended changes.

G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate Contractors.

1.9 DISTRIBUTION

A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Architect/Engineer, Owner.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Definitions.

B. Submittal procedures.

C. Construction progress schedules.

D. Proposed product list.

E. Product data.

F. Use of electronic CAD files of Project Drawings.

G. Shop Drawings.

H. Samples.

I. Other submittals.

J. Design data.

K. Test reports.

L. Certificates.

M. Manufacturer's instructions.

N. Manufacturer's field reports.

O. Erection Drawings.

P. Construction photographs.

Q. Contractor review.

R. Architect/Engineer review.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's and Construction Project Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical Samples that do not require Architect/Engineer's and Construction Project Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. Transmit each submittal with Transmittal Letter.

B. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.

C. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.

D. Schedule submittals to expedite Project, and deliver to Engineer at business address. Coordinate submission of related items.

E. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

F. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.

G. Allow space on submittals for Contractor and Architect/Engineer review stamps.

H. When revised for resubmission, identify changes made since previous submission.

I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

J. Submittals not requested will not be recognized nor processed.

K. Incomplete Submittals: Architect/Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Comply with Section 013230 - Construction Progress Schedules.

1.5 PROPOSED PRODUCT LIST

A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.

B. Submit number of copies Contractor requires, plus two copies Engineer will retain.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.7 SHOP DRAWINGS

A. Shop Drawings: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
   1. Include signed and sealed calculations to support design.
   2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
   3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.8 SAMPLES

A. Samples: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Samples for Selection as Specified in Product Sections:
   1. Submit to Architect/Engineer for aesthetic, color, and finish selection.
   2. Submit Samples of finishes, textures, and patterns for Architect/Engineer selection.

C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.

D. Include identification on each Sample, with full Project information.

E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.

F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.

G. Samples will not be used for testing purposes unless specifically stated in Specification Section.

H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.9 OTHER SUBMITTALS

A. Closeout Submittals: Comply with Section 01700 - Execution Requirements.

B. LEED Submittals: Comply with Section 01351 - Sustainable Project Requirements.

C. Permits: Within 15 days after date of Owner-Contractor Agreement, submit a list of permits and licenses to be obtained, identifying the granting agency and the required date of permit submittal.

1.10 DESIGN DATA

A. Informational Submittal: Submit data for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

A. Informational Submittal: Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.

C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit report within 5 days of observation to Architect/Engineer for information.

C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

A. Informational Submittal: Submit Drawings for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.16 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of construction throughout progress of Work produced by an experienced photographer acceptable to Architect/Engineer.

B. Twice monthly submit photographs.

C. Digital Images: Deliver complete set of digital image electronic files on CD-ROM to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
   1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1024 by 768 pixels.
   2. Date and Time: Include date and time in filename for each image.

1.17 CONTRACTOR REVIEW

A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.

B. Contractor: Responsible for:
   1. Determination and verification of materials including manufacturer's catalog numbers.
   2. Determination and verification of field measurements and field construction criteria.
   3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
   4. Determination of accuracy and completeness of dimensions and quantities.
   5. Confirmation and coordination of dimensions and field conditions at Site.
   6. Construction means, techniques, sequences, and procedures.
   7. Safety precautions.
   8. Coordination and performance of Work of all trades.

C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.

D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

1.18 ARCHITECT/ENGINEER REVIEW

A. Do not make "mass submittals" to Architect/Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Architect/Engineer after consultation with Owner and Construction Project Manager.

B. Informational submittals and other similar data are for Architect/Engineer's information, do not require Architect/Engineer's responsive action, and will not be reviewed or returned with comment.

C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, or Construction Change Directive.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:
   1. Division 1 Section "Allowances" for testing and inspecting allowances.
   2. Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.

D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
   1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or

maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Description of test and inspection.
   3. Identification of applicable standards.
   4. Identification of test and inspection methods.
   5. Number of tests and inspections required.
   6. Time schedule or time span for tests and inspections.
   7. Entity responsible for performing tests and inspections.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   7. Identification of product and Specification Section.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
   10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
   11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:
      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
      d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.

e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect and/or Engineer.
2. Notify Architect and/or Engineer seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's and/or Engineer approval of mockups before starting work, fabrication, or construction.
a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 2 through 16.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect, Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 10 days of date established for the Notice to Proceed.
   1. Distribution: Distribute schedule to Owner, Architect, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
   2. Notifying Architect, Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and/or Engineer with copy to Contractor and to authorities having jurisdiction.
   4. Submitting a final report of special tests and inspections at Substantial Completion, this includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. To be determined by the Owner, Engineer, and/or Architect

3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to owner, Engineer and/or Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for owner, Engineer, and/or Architect's reference during normal working hours.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
   2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

1.1 SECTION INCLUDES

A. Temporary facilities under Construction Management Agreement.

B. Temporary Utilities:
   1. Temporary sanitary facilities.

C. Construction Facilities:
   1. Field offices and sheds.
   2. Vehicular access.
   3. Parking.
   4. Progress cleaning and waste removal.
   5. Project identification.
   6. Traffic regulation.
   7. Fire-prevention facilities.

D. Temporary Controls:
   1. Barriers.
   2. Enclosures and fencing.
   3. Security.
   4. Water control.
   5. Dust control.
   6. Erosion and sediment control.
   7. Noise control.
   8. Pest and rodent control.
   9. Pollution control.

E. Removal of utilities, facilities, and controls.

1.2 REFERENCES

A. ASTM International:
   1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
   3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY FACILITIES UNDER CONSTRUCTION MANAGEMENT AGREEMENT

A. Temporary Provisions Provided by Construction Manager:
   1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures.
   2. Temporary field offices.

3. Cleaning during construction.
4. Access roads and approaches.
5. Temporary elevator.
6. Temporary sanitary facilities.
7. Temporary heating and ventilating after enclosure.
8. Temporary electrical service and distribution system for power and lighting.
9. Temporary telephone and internet service.

B. Each Contractor: Coordinate provisions with Construction Manager and provide the following items as necessary for execution of the Work including associated costs:
1. Construction aids.
2. Temporary fire protection, dust control, erosion and sediment control, water control, noise control, and other necessary temporary controls.
3. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.
4. On Construction Manager's approval, may provide temporary field office including electrical service and temporary telephone.
5. Temporary tree and plant protection.
6. Temporary heating before building enclosure.
7. Electrical service required in addition to temporary service and distribution provided by Construction Manager.
8. Temporary provisions for protection of installed Work.

1.4 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

B. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 01 60 00 - Product Requirements.

C. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.

D. Maintenance and Cleaning:
1. Weekly janitorial services for field offices; periodic cleaning and maintenance for sheds and storage areas.
2. Maintain walks free of mud, water, snow, and the like.

E. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.

1.5 VEHICULAR ACCESS

A. Construct temporary access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.

B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.

D. Locate as approved by Owner.

E. Provide unimpeded access for emergency vehicles. Maintain 20 wide driveways with turning space between and around combustible materials.

F. Provide and maintain access to fire hydrants and control valves free of obstructions.

G. Provide means of removing mud from vehicle wheels before entering streets.

1.6 PARKING

A. Arrange for temporary surface parking areas to accommodate construction personnel.

B. Locate as approved by Owner.

C. If Site space is not adequate, provide additional off-Site parking.

D. Use of existing parking facilities used by construction personnel is not permitted.

E. Do not allow heavy vehicles or construction equipment in parking areas.

F. Do not allow vehicle parking on existing pavement.

G. Maintenance:
1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products.
2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

1.7 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.

C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from Site weekly and dispose of off-Site.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.8 PROJECT IDENTIFICATION

A. Project Identification Sign:
   1. One painted sign[s] of construction, design, and content shown on Drawings, location designated.
   2. Content:
      a. Project title and name of Owner.
      b. Names and titles of authorities.
      c. Names and titles of Architect/Engineer and Consultants.
      d. Name of Prime Contractor.
   3. Graphic Design, Colors, and Style of Lettering: Designated by Architect/Engineer.

B. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

C. Maintenance: Maintain clean signs and supports; repair deterioration and damage.

D. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.9 TRAFFIC REGULATION

A. Signs, Signals, and Devices:
   1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
   2. Traffic Control Signals: As approved by local jurisdictions.
   3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
   4. Flag Person Equipment: As required by authorities having jurisdiction.

B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

D. Haul Routes:
   1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
   2. Confine construction traffic to designated haul routes.
   3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

E. Traffic Signs and Signals:
   1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
   2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
   3. Relocate signs and signals as Work progresses, to maintain effective traffic control.

F. Removal:
   1. Remove equipment and devices when no longer required.
   2. Repair damage caused by installation.

1.10 FIRE-PREVENTION FACILITIES

A. Prohibit smoking within buildings under construction and demolition.

B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

1.11 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.

C. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.12 ENCLOSURES AND FENCING

A. Construction: Contractor's option.

B. Provide 6 foot high fence around construction Site; equip with vehicular and pedestrian gates with locks.

1.13 SECURITY

A. Security Program:
   1. Protect Work on existing premises from theft, vandalism, and unauthorized entry.
   2. Initiate program in coordination with Owner's existing security system at Project mobilization.
   3. Maintain program throughout construction period until Owner occupancy.

B. Personnel Identification:
   1. Provide identification badge for each person authorized to enter premises.
   2. Badge to Include: Personal photograph, name and employer.
   3. Maintain list of accredited persons and submit copy to Owner on request.
   4. Require return of badges at expiration of employment on the Work.

1.14 WATER CONTROL

A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

1.15 DUST CONTROL

A. Execute Work by methods that minimize raising dust from construction operations.

B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.16 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize surface area of bare soil exposed at one time.

C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

1.17 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise from equipment and noise produced by construction operations.

1.18 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:
   1. Division 1 Section "Allowances" for products selected under an allowance.
   2. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
   1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
   2. Form: Tabulate information for each product under the following column headings:
      a. Specification Section number and title.
      b. Generic name used in the Contract Documents.
      c. Proprietary name, model number, and similar designations.
      d. Manufacturer's name and address.
      e. Supplier's name and address.
      f. Installer's name and address.
      g. Projected delivery date or time span of delivery period.
      h. Identification of items that require early submittal approval for scheduled delivery date.
   3. Initial Submittal: Within 10 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
      a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
   4. Completed List: Within 20 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
   5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use CSI Form 13.1A.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified material or product cannot be provided.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
   a. Form of Acceptance: Change Order.
   b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
      b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
   1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
   2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect and Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
   4. Store cementitious products and materials on elevated platforms.
   5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   7. Protect stored products from damage and liquids from freezing.
   8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and

limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
   1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
   2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
   3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected," Architect will make selection.
   5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
   6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
   7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:
   1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
   2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
    a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Architect will consider requests for substitution if received within 10 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   2. Requested substitution does not require extensive revisions to the Contract Documents.
   3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   4. Substitution request is fully documented and properly submitted.
   5. Requested substitution will not adversely affect Contractor's Construction Schedule.
   6. Requested substitution has received necessary approvals of authorities having jurisdiction.
   7. Requested substitution is compatible with other portions of the Work.
   8. Requested substitution has been coordinated with other portions of the Work.
   9. Requested substitution provides specified warranty.
   10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect and Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
   2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   3. Evidence that proposed product provides specified warranty.
   4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
   5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 63 00

PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality assurance.

B. Product options.

C. Product substitution procedures.

1.2 QUALITY ASSURANCE

A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

A. See Section 01600 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

A. Architect/Engineer and Owner will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
   1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
   2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
   3. Reference to Article and Paragraph numbers in Specification Section.
   4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum. Change must be a net credit for product consideration.
   5. Changes required in other Work.

6. Availability of maintenance service and source of replacement parts as applicable.
7. Certified test data to show compliance with performance characteristics specified.
8. Samples when applicable or requested.
9. Other information as necessary to assist Owner evaluation.

D. A request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner for review or redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:
1. Submit requests for substitutions on CSI Form 13.1A Substitution Request-After the Bidding/Negotiating Stage.
2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
4. Substitution must include a credit to the Owner.
5. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

A. Architect/Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.

B. Document each request with:
1. Installer's qualifications.
2. Installer's experience in work similar to that specified.
3. Other information as necessary to assist Architect/Engineer's evaluation.

C. Substitution Submittal Procedure:
1. Submit three copies Request for Substitution for consideration. Limit each request to one proposed substitution.
2. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.
B. Starting of systems.
C. Demonstration and instructions.
D. Testing, adjusting, and balancing.
E. Project record documents.
F. Operation and maintenance data.
G. Manual for materials and finishes.
H. Manual for equipment and systems.
I. Spare parts and maintenance products.
J. Product warranties and product bonds.
K. Maintenance service.
L. Examination.
M. Preparation.
N. Execution.
O. Cutting and patching.
P. Protecting installed construction.
Q. Final cleaning.

1.2 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
   1. Submit maintenance manuals, Project record documents, digital images of construction photographs and other similar final record data in compliance with this Section.
   2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
   3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
   4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
   5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
   6. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
   7. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work to be substantially complete, submit to Engineer:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to be completed or corrected (initial punch list).
   2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
   3. Should Engineer determine that Work is not substantially complete:
      a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
      c. Engineer will reinspect Work.
      d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
   4. When Engineer finds that Work is substantially complete, Engineer will:
      a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect/Engineer and Owner (final punch list).
      b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
   5. After Work is substantially complete, Contractor shall:
      a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
      b. Complete Work listed for completion or correction within 30 working days.
   6. Owner will occupy all of building as specified in Section 01100 - Summary.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
   1. When Contractor considers Work to be complete, submit written certification that:
      a. Contract Documents have been reviewed.
      b. Work has been examined for compliance with Contract Documents.
      c. Work has been completed according to Contract Documents.
      d. Work is completed and ready for final inspection.
   2. Submittals: Submit following:
      a. Final punch list indicating all items have been completed or corrected.
      b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
      c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
      d. Accounting statement for final changes to Contract Sum.
      e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
      f. Contractor affidavit of release of liens.
      g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
   3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:
   1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
   2. Should Engineer consider Work to be incomplete or defective:
      a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
      b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
      c. Engineer will reinspect Work.
      d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.3 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.

B. Notify Engineer and Owner seven days prior to startup of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.

G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.

H. Submit a written report according to Section 01330 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.4 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.

B. Demonstrate Project equipment and instructed by qualified representative who is knowledgeable about the Project.

C. Video Recordings: Provide high-quality color video recordings of demonstration and instructional sessions. Engage commercial videographer to record sessions. Include classroom instructions, demonstrations, board diagrams, and other visual aids. Include menu navigation.

D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

E. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

F. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at designated location.

G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

H. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, product data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates used.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
   1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
   2. Include locations of concealed elements of the Work.
   3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
   4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
   5. Identify and locate existing buried or concealed items encountered during Project.

6. Measured depths of foundations in relation to finish [first] [main] floor datum.
7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
9. Field changes of dimension and detail.
10. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer before Substantial Completion.

H. Submit PDF electronic files of marked-up documents to Engineer before Substantial Completion.

1.6 OPERATION AND MAINTENANCE DATA

A. Submit in PDF composite electronic indexed file.

B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.

C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project.

D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   g. Safety precautions to be taken when operating and maintaining or working near equipment.
3. Part 3: Project documents and certificates, including the following:
   a. Shop Drawings and product data.
   b. Air and water balance reports.
   c. Certificates.

d. Photocopies of warranties and bonds.

1.7 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes before Substantial Completion. Draft copy be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes within ten days after final inspection.

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom-manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

H. Additional Requirements: As specified in individual product Specification Sections.

I. Include listing in table of contents for design data, with tabbed fly sheet and space for insertion of data.

1.8 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes before Substantial Completion. Draft copy will be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes within ten days after final inspection.

E. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions.

Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

F. Include color-coded wiring diagrams as installed.

G. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.

H. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

I. Include servicing and lubrication schedule and list of lubricants required.

J. Include manufacturer's printed operation and maintenance instructions.

K. Include sequence of operation by controls manufacturer.

L. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

M. Include control diagrams by controls manufacturer as installed.

N. Include Contractor's coordination drawings with color-coded piping diagrams as installed.

O. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

P. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

Q. Include test and balancing reports as specified in Section 01400 - Quality Requirements.

R. Additional Requirements: As specified in individual product Specification Sections.

S. Include listing in table of contents for design data with tabbed dividers and space for insertion of data.

1.9 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.

B. Deliver to Project Site and place in location as directed by Owner ; obtain receipt prior to final payment.

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.

B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include table of contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.11 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in Specification Sections during warranty period.

B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual Specification Sections.

D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.

B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.

D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
   1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
   2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
   3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Architect/Engineer for final decision.

E. Allow for expansion of materials and building movement.

F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
   1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
   2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.

G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
   1. Refer questionable mounting heights choices to Architect/Engineer for final decision.
   2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.

H. Adjust operating products and equipment to ensure smooth and unhindered operation.

I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

A. Employ skilled and experienced installers to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   4. Visual qualities of sight-exposed elements.
   5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and nonconforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new products according to requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. At penetrations of fire-rated walls, partitions, ceiling, or floor construction, completely seal voids with fire-rated material, to full thickness of penetrated element.

J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.
   1. Employ experienced personnel or professional cleaning firm.

B. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.

C. Replace filters of operating equipment.

D. Clean debris from roofs, gutters, downspouts, and drainage systems.

E. Clean Site; sweep paved areas, rake clean landscaped surfaces.

F. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

Technical Specifications

INDEX OF TECHNICAL SPECIFICATIONS

DIVISION 11- EQUIPMENT

115313	LABORATORY FUME HOODS	6 Pages

DIVISION 12- FURNISHINGS

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SECTION 11 53 13

LABORATORY FUME HOODS

LABCONCO PARAMOUNT DUCTLESS ENCLOSURE SPECIFICATION

PART 1 - GENERAL

1.01 Work Included:

1.01.01 This specification covers the requirements for the purchase of bench-mounted self-contained, carbon-filtered and carbon/HEPA-filtered enclosures, which require no ducting. All products specified are a “Basis of Design”.

1.01.02 Bench-mounted Paramount Ductless Enclosures in 2, 3, 4, 5, and 6-foot widths are covered by this specification.

1.01.03 This specification sets the intent for quality, performance, and appearance.

1.02 Quality Assurance:

1.02.01 The manufacturer maintains a testing facility at their place of business for the performance testing of Paramount Ductless Enclosures. Both enclosure and installation conform to good construction practices and are approved by the owner/user. The test facility, as well as the manufacturing facility and its quality control procedures, are available for owner/user inspection.

1.02.02 A computer-based carbon filter-modeling program is used by the manufacturer to estimate filter life and the appropriateness of using a carbon-filtered enclosure for the customer's application.

1.02.03 All Paramount Ductless Enclosures wired for 115 volts, 60 Hz, meet or exceed all minimum requirements of UL Standard 3101-1 and CAN/CSA C22.2 No. 1010.1-92 and carry the ETL Testing Laboratories seal in the U.S. and Canada. All ductless enclosures wired for 230 volts, 50 Hz, conform to the following CE (European Community) requirements: Electrical Safety Standard: IEC 1010-1 and Electromagnetic Compatibility Directive: 89/336/EEC.

1.03 References:

1.03.01 The bench-mounted Paramount Ductless Enclosure conforms to the following regulations and standards:

SEFA 1-2006
NFPA 45 (Fire Protection for Laboratories Using Chemicals 1982) section 6-1 through 6-14
ASTM E-84 Surface Burning Characteristics of Building Materials
ASHRAE 110-95 (Method of Testing Performance of Laboratory Fume Hoods)
ANSI Z9.5 (Laboratory Ventilation)
UL 3101-1 (115 volts, 60 Hz models only)
CAN/CSA C22.2 No. 1010.1-92 (115 volt, 60 Hz models only)

sCE Conformity Marking (230 volt models only)

1.04 Submittals:

1.04.01 Bench mounted Paramount Ductless Enclosure specification sheets and product manuals are submitted by the manufacturer upon request. The enclosure supplier submits shop drawings when necessary for clarification.

1.05 Delivery and Storage:

1.05.01 Bench mounted Paramount Ductless Enclosures are delivered adequately protected from damage during shipment.

1.06 Warranty

1.06.01 Manufacturer's warranty against defects in material or workmanship on its Paramount Ductless Enclosure for 1 year from date of installation or 2 years from date of purchase, whichever is sooner, includes replacement of parts (except filters and lamps) and labor.

PART 2 - PRODUCTS

2.01 Acceptable Manufacturer:

2.01.01 Labconco Corporation, 8811 Prospect Avenue, Kansas City, Missouri 64132, Paramount Ductless Enclosure, Model numbers as described below.

5-Foot Models: 6963501

2.02 Materials:

2.02.01 Static-dissipating, epoxy-coated aluminum is used for the frame.

2.02.02 Static-dissipating, epoxy-coated steel is used for plenums and baffle (on models without clear back). No unreliable plastic-to-plastic bonding is used.

2.02.03 Static-dissipating, tempered safety glass is used for side walls and front sash.

2.02.04 Static-dissipating, tempered safety glass is used for rear wall and baffle (on models with clear back).

2.02.05 Fluorescent lighting provides 45 to 60 foot-candles on work surface.

2.02.06 Tempered safety glass sash and side panels are 1/4" thick tempered safety glass.

2.02.07 Motor is non-sparking, ECM type. 2, 3, 4, and 5-foot models have one motor. 6-foot models have two motors. Sparkless motorized impellers are constructed of backward curved centrifugal fans highly resistant to particles with maintenance-free ball bearings and runs over 50,000 hours. Bushings are not acceptable.

2.02.08 Carbon filter clamping mechanism is a gas-assist type.

2.02.09 An 8.2-foot 3-wire cord and plug is provided. (Models wired for 230 volts, 50 Hz have a cord but no plug.)

2.02.10 A vapor sensor provides a detection method upon filter saturation for organic solvent, ammonia, or formaldehyde concentrations in the exhaust stream, with optimum detection at 1-10 parts per million, and upon detection, to activate audible/visual alarm.

2.02.11 A redundant sensor provides a detection method for organic solvent, ammonia, or formaldehyde concentrations in the exhaust stream with optimum detection at 1-10 parts per million, and upon detection, to activate audible/visual alarm.

2.02.12 Optional work surface is dished to contain spills and constructed of solid epoxy. Deck mounted services, cup sink, and gooseneck faucet are available for work surfaces.

2.02.13 Adjustable height base stand (not included with ductless enclosure) is epoxy-coated steel and ADA compliant.

2.02.14 Optional mobile base stand (not included with enclosure) is epoxy-coated tubular steel frame with 5" diameter toe-locking casters and solid epoxy work surface.

2.02.15 Optional base cabinet (not included with enclosure) is epoxy-coated steel with solid epoxy work surface.

2.02.16 Accessory carbon-based filters provide a minimum of 7.5 lbs. of activated or 10.0 lbs. of treated carbon per filter.

2.02.17 Accessory HEPA filters are 99.99% efficient for removing 0.3 micron particulates or larger.

2.02.18 Bench-mounted Paramount Ductless Enclosure operates with up to two different types of stackable filters. The 5-ft enclosures require six filters.

2.03 Fabrication:

2.03.01 Overall exterior dimensional information on bench top Paramount Ductless Enclosures are as described in the table below.

2.03.02 Sash is angled approximately 10 degrees on two, three, and four-foot models and approximately 7 degrees on five and six-foot models for better visibility. Sash has no visibility-interfering protrusions. Fixed opening is as described in the table below:

Model #	Description	Width	Depth	Height	Sash Opening	Int. Height
6963501	5 Foot Model	60.0"	29.0"	53.0"	9.4"	32.0"

2.03.03 Sash is hinged to pivot upward and lock to a loading height of 19 inches. Taller models have a sash that incorporates an external gas-assist lift and locks to a loading height of 28.2 inches. Extra tall models have a loading height of 31.2 inches.

2.03.04 Enclosure is fully assembled and pre-wired at the manufacturer's factory.

2.03.05 Motor/blower and light are controlled by separate switches, and are programmable to turn off after a set period of time.

2.03.06 Blower is located behind the front panel and provides face velocities of 60-100 fpm. Blower is serviceable from outside the enclosure.

2.03.07 ECM motor delivers a precise volume of air as required for programmed face velocity and automatically adjusts as filters load.

2.03.08 Fluorescent lights are replaceable from the front of the enclosure.

2.03.09 Blower motor and fluorescent lighting are energy efficient so that ductless enclosures don't require energy usage exceeding those described in the table below:

Model Number	Description	Total watts
6963501	5 Foot Model	153

2.03.10 Display panel includes LCD display for alternate display of filter type(s) and filter time elapsed. Two timers are user programmable 1) to alarm at user-determined intervals so the filter is checked 2) to alarm at a user-determined time so the filter should be changed. MENU, FILTER, UP/DOWN, and ENTER programming buttons allow the operator to reset the elapsed time display and alarm time when a new filter is installed. A security password code is required to change the filter alarm time.

2.03.11 LCD information center displays:
Filter type(s) installed
Filter status
Face Velocity
Alarm conditions (Both Filter and Airflow)
Filter life remaining bar graph
Timer

2.03.12 Control panel with touchpad controls for system operations (blower, lights, timer, menu and mute) are at eye level.

2.03.13 Clean-Sweep(tm) Air Foil allows air to sweep the work surface for maximum containment. Air foil is ergonomic to allow comfortable resting of arms.

2.03.14 Side-Entry Air foils are aerodynamic and located on both sides of sash opening to direct room air along sides of the ductless enclosure.

2.03.15 Upper dilution air supply allows air into the ductless enclosure from above the work area which bathes the back of the sash with room air and directs concentrations away from the sash opening.

2.03.16 Upper containment sash foil allows room air to bleed in between the sash and the handle to reduce turbulence and direct concentrations away from the users breathing zone.

2.03.17 Zone-perforated rear baffle contains three zoned sections of perforations to direct air in a non-turbulent laminar air stream across the interior of the enclosure.

2.03.18 The ductless enclosure control has a SmartFlow air monitor to maintain constant face velocity.

2.03.19 Two utility ports are located in either corner on the lower rear wall to allow for pass-through of electrical cords.

2.03.21 Optional utility shelves constructed of epoxy-coated aluminum hook into rear baffle perforation to keep items off of work surface.

2.03.21 Optional Canopy Connection Kit (not included with the ductless enclosure) for thimble ducting the ductless enclosure to the outside is available.

2.03.22 Optional adjustable-height base stand (not included with ductless enclosure) rovides a working height from 30 to 36". Dimensions are as follows:

Nominal Dimensions
5 ft. wide: 60" w x 29" d x 27.5"-33.5" h

PART 3 - EXECUTION

3.01 Inspection

3.01.01 Carefully check the contents of the carton for damage that might have occurred in transit.

3.02 Preparation

3.02.01 Verify equipment rough-in before proceeding with work.

3.02.02 Coordinate with other trades for the proper and correct installation of plumbing and electrical rough-in and for rough opening dimensions required for the installation of the hood.

3.03 Installation

3.03.01 Install according to manufacturer's instructions.

3.03.02 Install according to standards required by authority having jurisdiction.

3.03.03 Install equipment plumb, square and straight with no distortion and securely anchor as required.

3.03.04 Touch up minor damaged surfaces caused by installation. Replace damaged components as directed by Architect.

3.04 Cleaning

3.04.01 Clean equipment, casework, countertops, and all other surfaces as recommended by the manufacturer, rendering all work in a new and unused appearance.

3.04.02 Clean adjacent construction and surfaces which may have been soiled in the course of installation of work in this section.

3.05 Protection

3.05.01 Provide all necessary protective measures to prevent exposure of equipment and surfaces from exposure to other construction activity.

3.05.02 Advise contractor of procedures and precautions for protection of material and installed equipment and casework from damage by work of other trades.

END OF SECTION

SECTION 12 35 53 .19

WOOD LABORATORY CASEWORK

PART 1 - GENERAL

Summary: The following specification is written to provide the level of design expectation of the owner and architect regarding the quality/functionality of the product and installation for the wood casework. All products specified are a “Basis of Design”.

1.1 SECTION INCLUDES

A. Furniture: Provide and install all wood casework, furniture and benches; which may include, but is not limited to: wood casework, countertops, reagent shelves, tables, standards, filler panels, scribes, knee space panels, accessories, utility space framing, utility space closure panels between base cabinets and at exposed ends of utility spaces, laboratory sink cutouts and sinks, cup sinks, cup drains, strainers, overflows, sink outlets, miscellaneous wall shelving, overhead service carrier or tiles and miscellaneous items of equipment as listed in the specifications or as shown on drawings. Work includes all laboratory furniture depicted on drawings or listed in these specifications unless otherwise noted as “Not in Contract” (NIC) within the drawings, equipment schedule or said specifications.

B. Plumbing Fixtures: Furnish, deliver and install the fixtures at service outlets that are either listed in these specifications, depicted in drawings or identified in the equipment schedule as being affixed to laboratory casework. Contractor is responsible for all plumbing work equipment, material, and labor including but not limited to plumbing lines, fittings, connections, etc. from the existing stub outs provided by owner to new equipment.

C. Electrical Service Fixtures: Furnish, deliver and install the electrical service fixtures that are either listed in these specifications, depicted in drawings or identified in the equipment schedule as being affixed to laboratory casework.

D. Sink Bowls and Cup-sinks Integral with Countertops: Furnish, deliver and install all sinks bowls, cup-sinks and tail pieces (if shown or specified) at locations that are listed in these specifications, depicted in drawings, or identified in the equipment schedule.

1.2 RELATED SECTIONS

A. Division LEED Requirements
B. Division 06 Section: “Rough Carpentry” for blocking within walls to adequately support casework
C. Division 06 Section: “Finish Carpentry”/Millwork.
D. Division 11 Section 53 00, “Laboratory Equipment”
E. Division 12 Section 36 00, “Countertops”
F. Division 22 Section 40 00, “Plumbing Fixtures”

1.3 REFERENCES

A. ANSI/Hardwood Plywood Veneer Association Manual
B. ANSI-A135: for all hardboard.
C. ANSI-A161.2-1998: performance for fabricated high-pressure decorative laminate countertops.
D. ANSI-A208.1-2009: for Mat-Formed Wood Particleboard
E. ANSI-A112.18.1m-1989: for fixtures and water service.
F. ANSI Z359.1-1998: for safety eyewashes and equipment.
G. ASSE Standard 1001: for vacuum breakers
H. ASTM B88 and ANSI/NSF 61: for plumbing.
I. AWI Standards Edition 1, 2009 – 2003 Sections 400A-T-12, 400B-T10 and 1600-T- 11: for woodwork standards.
J. BHMA A156.9: for Grade-1 hinge requirements.
K. CAN/CSA b.125.M89 Canadian Standards: for fixtures and water service.
L. National Electrical Code, Article 352-B: for surface nonmetallic raceway.
M. NEMA 3 LD – 2005: for performance requirements of high-pressure laminates.
N. SEFA 8 Recommended practices for cabinet construction.
O. UL-5A: for raceway listed for electrical wiring.
P. UL 94 V-0: for raceway systems

1.4 DEFINITIONS

A. “Barrel Hinge” is a hinge composed of two plates attached that are attached to abutting surface.
B. “Concealed hinge” is any hinge that has no components visible from the outside of the cabinet.
C. “Concealed Portions of Casework” surfaces that are not visible after installation; Bottoms of cabinets are less than 24 inches above finished floor; Tops of cabinets are 80 inches or more above finished floor (and are not visible from an upper level); Stretchers, blocking and/or components that are concealed by drawers; Corners that are created by tall, wall, or base cabinets and shall be considered concealed. “Eased” is a process of providing a slight radius on door and drawer fronts of a cabinet.
D. “Exposed surfaces” are surfaces that are visible when: Drawer fronts and doors are closed; Cabinets and shelving are open or behind clear glass doors; Tops of cabinets are seen below 80 inches above finished floor or are visible from an upper floor or raised area after installation.
E. “Semi-exposed surfaces” are cabinet interior surfaces of door and/or drawer cabinets.
F. "False Fronts" are nonfunctional fronts attached to particular units that mimic drawer box fronts to create an uninterrupted visual image of an elevation.
G. “FSC” is the term used for Forest Stewardship Council, required to achieve the LEED credit for certified wood.
H. “Flush Overlay” is casework design that requires the reveal of 1/8” between all individual door and drawer components within a cabinet. There is a 1/16”” reveal at the edge of door and drawer components to the edge of the cabinet to maintain a 1/8” reveal on adjacent cabinets.
I. “Laboratory Casework Contractor/Manufacturer” is defined as the manufacturer

and/or manufacturer's representative that is to provide and install the laboratory casework, equipment, and accessories listed under the specifications, laboratory equipment schedule and/or illustrated on drawings.

J. "ULEF" is the term used for "Ultra Low Emitting Formaldehyde". This is critical to LEED point criteria and if specified must be followed explicitly or complete building failure will occur.
K. "Square edge" is a 90-degree angle with eased edge on the door and drawer front. Square edge requires the adjusting of the drawer head to align the individual cabinets in an elevation during installation.
L. "Reveal" is the measurement between individual door and drawer components on the face of a cabinet.
M. "Semi-exposed" surfaces that are visible when: Opaque doors are open, or drawers are extended on door/drawer combination cabinets; Bottoms of cabinets more than 24 inches and less than 42 inches above finished floor.
N. "Service Fixtures" are laboratory gas, air, and vacuum cocks; hot, cold and reagent water faucets; remote control valves, electrical receptacles (with necessary flush mounting hardware), fluorescent and/or incandescent light fixtures, light switches and/or motor switches for fume hoods and other items which serve as an operational part of the equipment.
O. "Service Lines" are the necessary piping and drain lines for laboratory gas, air and vacuum as well as hot, cold and reagent grade water that conveys the respective services from building roughing through floors or walls through equipment to the previously defined service fixtures. Also includes conduits, junction boxes, conduit fittings, wire disconnect switches and fuse or circuit breakers necessary to conduct electrical services from building roughing in floors or walls through equipment to service fixtures.

1.5 SYSTEM DESCRIPTION

A. Cabinet and Casework Area Design: LEED REQUIREMENTS- Cabinets and all components included in this section are subject to specific LEED and or owner/architect/consultant requirements for environmental and or health goals. The owner requires that all manufacturers follow the criteria required for LEED without deviation or clarification. Please refer to Division_____for LEED requirements that may include any or all the following:
    a. Credit MR 4.1 and 4.2 Recycled Content
    b. Credit MR 7. Certification of all wood products (i.e. FSC).
    c. Credit IEQ 4.4. Any product or raw material is to be Ultra Low Emitting Formaldehyde or no added urea formaldehyde
    d. Credit IEQ 4.1. The use of sealants and adhesives within the finished product.
B. Full flush overlay with 1/8" reveal between intra-cabinet doors and drawers and 1/16" reveal at cabinet edge. Hinges must be notched into doors to achieve these tolerances. Concealed hinges are not acceptable.
C. Doors and drawer fronts are to be slightly eased at all edges.
D. No exposed fasteners are allowed without prior approval of the architect or lab planner.
E. Cabinet elevations will be built in symmetrical sizes as required to fill the area.
F. Maximum filler size is 4" and must be balanced and on each end of wall to wall

elevations.

G. Exposed edges to be 3mm rolled hardwood. Semi-exposed edges to be 3mm woodgrain PVC, color to match exposed veneer. Front edges of case bodies with semi-exposed interiors are semi-exposed.

1.6 SUBMITTALS

A. Shop Drawings:
   1. Comply with Division 1
   2. Submit 3 sets of laser quality, 11x17 shop drawings consisting of:
      i. Finish, hardware, construction options selection sheet
      ii. Small scale floor plan showing casework in relation to the building.
      iii. Large scale elevations and plan views.
      iv. Cross-sections; service runs; locations of blocking within walls (blocking is done by others); rough-in requirements and, sink centerlines.
   3. Drawings should include data and details for construction of the laboratory casework as well as information regarding the name, quantity, type and construction of materials (such as hardware, gauges, etc.), that will be used to complete the project.
   4. The manufacture or purchaser of any equipment prior to approval by the owner's representative will be undertaken at the manufacturer's risk.
   5. Field Measurements: In instances in which casework is indicated to fit to other construction, dimensions are to be verified by field measurements before fabrication and reflected on shop drawings.

B. Samples:
   1. Sample cabinets upon request: 1 base and/or 1 wall cabinet as selected by owner/architect
   2. Stain and Finish Samples
      i. A minimum of five (5) standard manufacturer's samples, constructed of the same material from which the casework will be constructed, stained and clearly identified, should be submitted to the architect for color selection.
      ii. Stain and finish samples will be retained by the owner's representative.

1.7 QUALITY ASSURANCE

A. Design Data/Test Reports: Manufacturer shall submit test data and design criteria which are in compliance with the project specifications. Testing of safety devices and performance criteria shall be performed by a 3rd party validator.
B. Certificates: All certifications required in the specifications should be submitted with the original submittal package under separate cover. Certificates must be provided with the signature of a qualified individual of the supplier.
C. Qualification of Bidder/Manufacturer: The following list of information should be provided to the Architect at least ten (10) days prior to the bid opening:
   a. List of manufacturing facilities

b. A list of five (5) installations of comparable stature completed within the past 3 years

D. Regulatory Requirements
   a. Reference Standard: The ensuing specifications are based on the design of *CiF Lab Solutions Educator 1 Series* wood casework.
   b. Source Limitations: All casework, including countertops, sinks, service fittings and accessories, should be obtained from a single source to ensure consistency in project delivery.

1.8 DELIVERY, STORAGE AND HANDLING

A. Packaging, Shipping, Handling and Unloading Packaging: Products should have packaging adequate enough to protect finished surfaces from soiling or damage during shipping, delivery and installation.
B. Delivery: Casework delivery should only take place after painting, utility rough-ins and related activities are completed that could otherwise damage, soil or deteriorate casework in installation areas.
C. Handling: Care, such as the use of proper moving equipment, experienced movers, etc., should be used at all times to avoid damaging the casework. Until installation takes place, any wrapping, insulation or other method of protection applied to products from the factory should be left in place to avoid accidental damage.
D. Acceptance at Site: Casework will not be delivered or installed until the conditions specified under *Part 3, Installation* section of this document have been met.
E. Storage: Casework should be stored in the area of installation. If, prior to installation, it is necessary for casework to be temporarily stored in an area other than the installation area, the environmental conditions shall meet the environmental requirements specified under the *Project Site Conditions* article of this section.
F. Waste Management and Disposal: The supplier of the laboratory casework is responsible for removing any waste or refuse resulting from the installation of, or work pertaining to laboratory casework; thereby leaving the project site clean and free of debris. Trash container/s to be provided by others.

1.9 PROJECT SITE CONDITIONS

A. Building must be enclosed (windows and doors sealed and weather-tight);
B. An operational HVAC system that maintains temperature and humidity at occupancy levels must be in place; Relative humidity must be regulated and stable between 25% and 55% per AWI standards before products are brought on site, throughout project completion and with the site moving forward while the building is in use by the owner.
C. Ceiling, overhead ductwork and lighting must be installed; prior to the delivery and installation of the casework.
D. Site must be free of any further construction such as “wet work.”
E. Required backing and reinforcements must be installed accurately, and the project must be ready for casework installation.

1.10 WARRANTY

A. Furnish a written warranty that Work performed under this Section shall remain free from defects as to materials and workmanship for a period of three (3) years from date of acceptance. Defects in materials and workmanship that may develop within this time are to be replaced without cost or expense to the Owner. Defects include, but are not limited to:
   a. Ruptured, cracked, or peeling veneer
   b. Discoloration or lack of finish integrity
   c. De-lamination of components or edge banding
   d. Slippage, shift, or failure of attachment to wall, floor, or ceiling
   e. Warping or unloaded deflection of components
   f. Failure of hardware
B. The warranty specifically does not cover any product or hardware, which has been incorrectly installed, including poor climate conditions, exposed to excessive loads or abuse.
C. The warranty is in effect while the product is being used as it was intended and owned by the original purchaser of the products and services covered.
D. All non-casework items supplied, but not manufactured at CiF Lab Solutions shall be covered under the original manufacturer's warranty

PART 2– PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: CiF Lab Solutions 53 Courtland Avenue, Vaughan, ON, Canada L4K3T2
B. Substitution Limitations:
   1. Substitutions will be considered only when other manufacturers submit substitution requests in accordance with procurement substitution and/or substitution procedures, or provide a comparable product with the following support information detailed below:
      a. Written documentation stating specification compliance regarding construction, materials, and standard of quality and manufacturing techniques.
      b. Note all deviations to the drawings and/or specifications in writing.
      c. Provide the Architect with a full-scale base cabinet not less than ten days prior to bid date. The sample shall represent typical construction and materials for the product the casework manufacturer proposes, meeting the quality standards set forth by this specification. The sample may be impounded by the owner and retained until completion of the casework installation.
      d. The owner, or its designated representative, reserves the right to reject any proposal that in his opinion fails to meet the criteria established by this specification. Such a decision shall be final.
C. Approved Equals
   1. Kewaunee EarthLine
   2. Green-Mode by Wood-Metal Industries

* NOTE: Manufacturer's that are listed as basis of design or approved, are still obligated to hold ALL specification requirements as called out in this document. There will be NO EXCEPTIONS in materials or fabrication permitted that have not been requested in writing and responded to with approval, during an RFI period prior to bid.

2.2 MATERIALS

1. Wood Casework:
   A. Solid Lumber Used:
      i. All hardwoods shall be carefully and thoroughly air-dried, and then kiln dried to a moisture content of 6-9 percent before use.
   B. Edge Banding:
      i. All exposed banded edges (open cabinet end panels, tops, bottoms and shelves) to be 3mm rolled hardwood edge to match the exposed veneer species.
      ii. All semi-exposed banded edges (semi-exposed end panels, tops, bottoms and shelves) to be 3mm PVC edge banding in woodgrain color to match exposed veneer. Edges of cabinets with semi-exposed interiors are considered as semi-exposed.
   C. Exposed Veneer
      i. The veneer shall be specifically hand selected by area (within reasonable visual range) prior to fabrication of the cabinet faces and exposed components for uniformity of color and grain. The resulting selection shall provide a pleasing uniform color with natural characteristics selected to not interfere with the overall aesthetic appearance of the casework.
      ii. Veneer used for exterior surfaces exposed to view after installation, and the exposed interior ends, tops and bottoms of open cases shall be constructed of Grade A, Red Oak (Plain Sliced) book matched of at least 1/45-inch-thick veneer modified for appearance as indicated below. Manufacturer shall follow the verbiage in ANSI Standard HP-1-2004 paragraph 3.3.3.
      iii. Exposed ends of cabinets with semi-exposed interiors are to have veneer for exterior surfaces as described above on both the interior and exterior surface.
      iv. All wall case bottoms are to have veneer for exterior surface on the bottom face.
      v. All Doors and Drawer Fronts will have Grade AA veneers with vertical-matching of components within each cabinet.
   D. Semi-Exposed Veneer
      i. Veneer faces used for semi-exposed areas shall be constructed of a mix of North American white hardwoods
      ii. Interior shelves shall be banded with 3mm PVC in woodgrain to match exposed veneer on front edge.
      iii. Wall case bottoms with semi-exposed interiors are to have semi-exposed veneer on interior face.
   E. Unexposed Veneer
      i. To match semi-exposed veneer

F. Plywood Core Construction for Casework Body, Interior shelving and Doors/Drawer Heads:

All veneer-core plywood is to be manufactured without the use of urea formaldehyde and shall be FSC certified, regardless of Project LEED Requirements. All other composite-core materials are to be Ultra-Low Emitting (ULEF) and shall be FSC certified.

i. All ¾" panels used for cabinet construction shall be constructed as 7 ply FSC/NAUF veneer core plywood. Panels must be produced from North American sources, import panels are not allowed.
ii. All 1" panels used for cabinet construction shall be constructed as 9 ply FSC/NAUF veneer core plywood. Panels must be produced from North American sources, import panels are not allowed.
iii. Door/Drawer heads to be manufactured using ¾" 3 ply FSC/ULEF particle core plywood. Panels must be produced from North American sources, import panels are not allowed.

G. Hardware
i. Pulls shall be nominal 4" wire type. Finish shall be brushed chrome. Mount drawer pulls horizontally. Mount door pulls vertically
ii. Hinges shall be institutional type 2 ½'', 5-knuckle brushed chrome steel hinge, wrap around design. Two hinges on doors up to 36" in height, three hinges on doors over 36" in height. Concealed hinges are not acceptable.
iii. Door catches: Adjustable type, spring activated nylon roller catches.
iv. Elbow catches shall be spring actuated and come complete with strike plate. Provided where locks occur in hinged double door units.
v. Drawer slides shall be full extension, ball bearing type equal to Accuride model #3832 series or equivalent. File drawer slides shall be equal to Accuride Model #4034, 150 lb, full extension.
vi. Locks: 5 disc tumbler cam locks with offset cam and removable core. Exposed face chrome plated.
vii. Framed Glass Doors: Locks shall be plunger type sliding showcase locks. Tempered Glass
viii. Sliding Framed Glass Doors: Locks shall be ratchet type sliding showcase locks. Tempered Glass
ix. Sliding Unframed Glass Doors: Locks shall be ratchet type sliding showcase locks. Tempered Glass
x. Tracks for solid sliding doors to be K&V #1093AL for upper track and K&V #469 lower track with #429 STL steel sheaves.
xi. Adjustable seismic shelf supports shall be double pin, polycarbonate locking type.

G. Countertops
i. Epoxy Resin Countertops: Countertops are to be flat, black, 1" thick with beveled, rounded top, front edge and all corners, with 1" thick, 4" high applied backsplash/curbs (unless otherwise noted), constructed of the same material and located at the rear of tops and on end returns. Ends of countertop to be square. Backsplash/curbs shall be bonded to top surface to form a square joint. Joints are to be sealed water-tight with corrosion resistant could. Front overhangs should be equal

to 1" at cabinet fronts and side overhangs at exposed units shall be ¾", with a drip groove on the underside ½" from the edge. Tops should be manufactured of one piece and cut to the maximum lengths possible. Fabricate with factory cutouts for sinks and with butt joints assembled with silicone.

H. Sinks

i. Molded Epoxy Resin Drop-In Sinks: Sinks shall be of epoxy resin modified and compounded with selected materials and designed to provide the same performance requirements as specified for the epoxy resin countertops. Sinks shall be non-glaring black color.

ii. Sink Sizes: Sizes and model numbers shall be as designated on the drawings.

2.3 FABRICATION

1. Base Units

.1 Front edges of open cabinet bodies and shelves shall be banded with 3mm rolled hardwood on all exposed surfaces. Front edges of semi-exposed cabinet bodies and shelves shall be banded with 3mm PVC edge banding in woodgrain color to match exposed veneer.

.2 Base units to be full ¾" thick veneer-core plywood sub-top construction.

.4 Intermediate rails shall be ¾" veneer-core plywood, 3- 3/4" deep and banded with 3mm PVC edge banding in woodgrain color to match exposed veneer.

.5 Toe space rail shall be ¾'' x 3-3/4" veneer-core plywood and fastened to cabinet ends with fluted dowels to form a 3-3/4" high x 2" deep toe space.

.6 Cabinet bottoms shall be ¾" veneer-core plywood

.7 Cabinet backs in semi-exposed cabinets shall be fabricated of one-piece ¼" FSC/ULEF tempered hardboard with white face

.8 Cabinet backs on open cabinets will match the species, material and grade of the cabinet body. Thickness shall be 1/4" with FSC/ULEF MDF core.

.9 All base cabinet backs shall be grooved into cabinet ends and fastened to rear edges of the full sub-top and cabinet bottom.

.10 Vertical dividers (full height and half height) shall be a minimum of ¾' material of matching species and grade as cabinet body. Dividers shall be secured to bottom, front top rail and rear top rail with screws.

.11 Adjustable shelves shall be set on double pin, polycarbonate seismic locking shelf supports at 1¼'' spacing. Shelves shall be 3/4 -depth in standard cupboards, ¾" thick veneer-core plywood up to 36" wide and 1" thick veneer core plywood over 36" wide. Shelves in open units to be full-depth and 1" thick veneer core plywood, regardless of cabinet width

.12 Drawer Construction: Drawer box back, front and sides to be of ½'' FSC/NAUF Baltic Birch, 9 ply hardwood plywood and shall be finished with the same laboratory grade finish as applied to the cabinet. Use dovetail joinery on all four joints. Drawer bottom shall be ¼'' white thermally-fused melamine faced FSC/ULEF MDF and shall be grooved into all four sides of the drawer box and glued into position Drawer body will be affixed to drawer front by screws.

.13 Doors and drawer fronts shall be ¾'' 3 ply particle core plywood and 3mm hardwood edge banded on all sides to match cabinet faces. Construction shall be full flush overlay. All doors and drawer fronts to be vertically- matched

per cabinet face.

2. Wall and tall cases
   - .1 Front edges of open cabinet bodies and shelves shall be banded with 3mm rolled hardwood on all exposed surfaces. Front edges of semi-exposed cabinet bodies and shelves shall be banded with 3mm PVC edge banding in woodgrain color to match exposed veneer.
   - .2 Case tops shall be 1" veneer core plywood fastened to ends with fluted dowels.
   - .3 Bottoms of wall cases shall be 1" thick veneer core plywood set flush and fastened to cabinet ends with fluted dowels.
   - .4 Bottoms of floor cases shall be ¾'' thick veneer-core plywood fastened to cabinet with fluted dowels.
   - .5 All wall cases and tall cases are to have rear hanging rails of ¾" x 3-3/4" plywood. Provide at top and bottom of each cabinet and behind fixed center shelf of tall cabinets.
   - .6 Backs of semi-exposed wall cabinets shall be 1/4" tempered hardboard with white face captured on all. Backs will be glued, screwed and stapled into rebates on back edge of ends.
   - .7 Backs of open wall cabinets shall be veneered to match exposed veneer on ¼" FSC/ULEF MDF core. Backs will be glued, screwed and stapled into rebates on back edge of ends.
   - .8 Backs of semi-exposed tall cases shall be white thermally fused melamine on ½" FSC/ULEF particle core
   - .9 Backs of open tall cases shall be veneer to match exposed veneer on ½" veneer core plywood
   - .10 Fixed center shelves on floor cases shall be 1" thick veneer core plywood. Fixed center shelves shall be fastened to ends with fluted dowels.
   - .11 Adjustable shelves shall be set on double pin, polycarbonate seismic locking shelf supports at 1¼'' spacing. Shelves shall be full-depth in standard cupboards, ¾" thick veneer-core plywood up to 36" wide and 1" thick veneer core plywood over 36" wide. Shelves in open units to be full-depth and 1" thick veneer core plywood, regardless of cabinet width.
3. Doors

   Solid Doors
   - .1a Full flush overlay construction doors shall be fabricated of ¾'' 3 ply FSC/ULEF particle core plywood with veneers as specified for exposed surfaces. Tall case doors will be of the same construction.
   - .1b Provide two hinges on all doors up to 36" in height and a minimum of three hinges on any doors exceeding this height.

   Framed Glazed Doors
   - .2a Hinged doors for flush overlay construction shall be fabricated of ¾" x 2-¾" solid hardwood, using stile and rail construction.
   - .2b Provide two hinges on all doors up to 36" in height and a minimum of three hinges on any doors exceeding this height.
   - .2c Framed sliding doors shall be fabricated as hinged door cabinets except doors shall slide in

K & V #1093AL for upper track and K & V # 469 lower track with # 429 STL steel sheaves.

.2d Glass shall be held in place with a removable brown plastic retainer to facilitate change of damaged glass.

4. Tables

.1 Standard height table aprons shall be not less than ¾'' x 4 ⅝" solid hardwood, machined to receive metal corner blocks and bolted to 2 ¼" x 2 ¼" solid hardwood legs. Drawers shall be constructed and finished as cabinet drawers.

.2 All tables shall come equipped with leveling devices and black PVC shoes.

2.4 FINISHES

1. Casework Finish

.1 Casework shall be finished on all interior and exterior surfaces in a flat line; oven cured process, spraying a catalyzed vinyl coating especially formulated for laboratory casework and must be acid/solvent resistant (System 7 Catalyzed Vinyl).

.2 Casework finish shall meet AWI Quality Standards Eighth Edition for Specialty Finishes – Premium Catalyzed Vinyl and SEFA 8-1999 CHEMICAL RESISTANCE SPECIFICATIONS. Manufacturers are to provide documentation to the architect of their finishes' compliance to the above.

.3 Apply a coat of sealer and two finish coats to surfaces. Thoroughly sand surfaces between coats. Maximum film build is 6 wet mils and (2.9-3.3) mils dry.

.4 Solids content to be minimum 35% by weight.

.5 Prior to finishing sand surfaces smooth, ensuring that they are free of dirt, defects, chatter and machine marks.

.6 Apply sealer and finish coats to all exposed and semi-exposed casework surfaces.

.7 Finish coat shall leave a smooth, clear, satin finish with consistent coloration.

.8 Finishes must pass the following tests, or they will be rejected.

.1 20 cycle Cold Check Test.
.2 Print Test ASTM D2091
.3 Moisture Resistance Test
.4 Impact Resistance Test
.5 Hot Water Test
.6 Chemical Resistance Test – ASTM D1308

PART 3 - EXECUTION

3.1 INSTALLERS

A. Installer Qualifications: For installation and maintenance of units, an authorized representative of the casework manufacturer required for this project.

3.2 EXAMINATION

A. Site Verification of Conditions: Casework will not be delivered or installed until the following conditions have been met:

B. Building must be enclosed (windows and doors sealed and weather-tight);

C. An operational HVAC system that maintains temperature and humidity at occupancy levels must be in place; Relative humidity must be regulated and stable between 25% and 55% per AWI standards before products are brought on site, throughout project completion and with the site moving forward while the building is in use by the owner.

D. Ceiling, overhead ductwork and lighting must be installed;

E. Site must be free of any further construction such as “wet work.”

F. Required backing and reinforcements must be installed accurately, and the project must be ready for casework installation.

NOTE: In the event that any of the specified requirements for installation are not present at the time of requested delivery, the general contractor or owner must provide the casework manufacturer with a letter of deviation that releases the manufacturer from any responsibility or liability from any damage to the products resulting from the unfavorable building conditions.

3.3 INSTALLATION

A. Casework Installation:

i. Casework should be set with components plumb, straight and square, securely anchored to building structure with not distortion. Concealed shims should be used as required.
ii. Cabinets in continuous runs should be fastened together with joints flush, uniform and tight with and alignment of adjacent units not to exceed 1/16 of an inch.
iii. Wall casework should be secured to solid material, not lath, plastic or gypsum board.
iv. Top edge surfaces should be abutted in one true place. Joints are to be flush and should not exceed 1/8 of an inch between tops units.
v. Casework and hardware shall be adjusted and aligned to allow for accurate connection of contact points and efficient operation of doors and drawers without any warping or binding.

B. Countertop Installation:

i. Countertops are to have been fabricated in lengths according to drawings, with ends abutting tightly and sealed with corrosion resistant sealant.
ii. Tops will be anchored to base casework in a single true plane with ends abutting at hairline joints with no raised edges at joints.

iii. Joints shall be factory prepared having no need for in-field processing of top and edge surfaces.
iv. Joints should be dressed smoothly, surface scratches removed, and entire surface cleaned thoroughly.

C. Cleaning

i. Ensure all products are unsoiled and match factory finish. Remove or repair damaged or defective units.
ii. Clean all finished surfaces, including drawers and cabinet shelves, and touch up as necessary.
iii. Countertops should be cleaned and free of grease or streaks.

D. Protection:

i. Counter tops and ledges should be protected with 1/4-inch ribbed cardboard or plastic covering of 6mm thickness.

END OF SECTION

SECTION 12 36 53

LABORATORY COUNTERTOPS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Epoxy resin worksurfaces, sinks and accessories.
2. Setting materials.
3. All products specified are a “Basis of Design”.

B. Related Sections:
1. Section 123553 – Wood Laboratory Casework: Base, wall, taller and custom cabinets.
2. Section 22 4000 - Plumbing Fixtures: Plumbing fixtures and trim.

1.2 REFERENCES

A. ASTM International (ASTM):
1. D570 - Standard Test Method for Water Absorption of Plastics.
2. D635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
3. D648 - Standard Test Method for Deflection Temperature of Plastics Under Flexural Oad in edgewise Position.
4. D695 - Standard Test Method for Compressive Properties of Rigid Plastics.
5. D696 - Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between
-30^0 C and 30^0 C With a Vitreous Silica Dilatometer.
6. D785 - Standard Test Method for Rockwell Hardness of Plastics and Electrical Insulating Materials.
7. D790 - Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
8. D792 - Standard Test Method for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
9. D3801 - Standard Test Method for Measuring the Comparative Burning Characteristics of Solid Plastics in a Vertical Position.
10. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. GREENGUARD Environmental Institute (GREENGUARD):
1. Indoor Air Quality Certification Program.
2. Children and Schools Certification Program.

C. International Organization for Standardization (ISO) 9001 - Quality Management Systems - Requirements.

D. NSF International / American National Standards Institute (NSF/ANSI) - 51 - Food Equipment Materials.

E. Scientific Certification Systems (SCS) - Recycled Content Certifications.

F. Scientific Equipment and Furniture Association (SEFA) 3 - Work Surfaces.

1.3 SUBMITTALS

A. Submittals for Review:
   1. Shop Drawings:
      a. Submit plan, section, elevation and perspective drawings necessary to describe and convey layout, profiles, and product components, including edge conditions, joints, fitting and fixture locations, anchorage, accessories, and finish colors.
      b. Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on Shop Drawings.
      c. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.
   2. Product Data: Manufacturer's data sheets on each product to be used, including:
      a. Preparation instructions and recommendations.
      b. Storage and handling requirements and recommendations.
      c. Installation methods.
   3. Samples:
      a. Selection samples: For each finish product specified, submit complete set of color chips representing manufacturer's full range of standard colors.
      b. Verification samples: For each finish product specified, submit samples representing actual product color; supplied product color and gloss may vary slightly from supplied samples.

B. Quality Control Submittals:
   1. Test Reports: Certified test reports or recognized evaluation reports showing compliance with specified performance characteristics and physical properties.

C. Closeout Submittals:
   1. Maintenance Data:
      a. Provide maintenance, cleaning, and life cycle information.
      b. Include recommended cleaning materials and procedures, and list of materials detrimental to epoxy resin.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications:
   1. Primary products furnished by single manufacturer with minimum 10 years documented experience in work of this Section.

2. Products manufactured in ISO 9001 certified facility.

B. Installer Qualifications: Minimum 5 years documented experience in work of this Section.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery:
1. Use pallets larger than sheets during transportation.
2. Package materials to prevent damage during shipping and handling.

B. Storage:
1. Store products in enclosed area protected from ultraviolet.
2. Store products in manufacturer's unopened packaging until ready for installation.
3. Store panels using protective dividers to avoid damage to surfaces.
4. For horizontal storage, store sheets on pallets of equal or greater size than sheets with protective layer between pallet and sheet and on top of uppermost sheet.
5. Do not store sheets or fabricated panels vertically.

C. Handling:
1. If protective film is provided, do not remove until panel has been installed.
2. Handle sheets to prevent damage.
3. Remove stickers immediately after installation.

1.6 PROJECT CONDITIONS

A. Do not install products under environmental conditions outside manufacturer's limits.

B. Avoid direct exposure of products to sunlight.

C. Do not use worksurfaces as bench, ladder, or seating.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Contract Documents are based on products by Durcon, Incorporated, 206 Allison Drive, Taylor, TX 76574, 512-595-8000, www.durcon.com.

B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

A. Solid Epoxy Resin:
1. Sheets cast from modified epoxy resin and non-asbestos inert fillers; compounded mixture cured and thermoset specifically from formulation to provide exceptional

physical and chemical resistance required in medium to heavy duty laboratory environments.

2. Sheets monolithic throughout without surface coating application.
3. Certified to NSF/ANSI 51.
4. Certified by GREENGUARD under Indoor Air Quality and Children and Schools Certification Programs.
5. Physical properties; minimum acceptable physical performance in accordance with SEFA 3 testing procedures:
   a. Density/specific gravity: Tested to ASTM D792; minimum test rating of 134.8 PSF or 2.16 gcm.
   b. Rockwell hardness: Tested to ASTM D785; minimum M scale rating of 110.
   c. Fire resistance: tested to ASTM D635; classified as self-extinguishing.
   d. Surface burning characteristics: Tested to ASTM E84; flame spread index 7.4 and smoke develop index of 221.2.
   e. Surface burning characteristics in vertical position: Tested to ASTM D3801; maximum flame spread index of 7.4 and smoke developed index of 221.2.
   f. Coefficient of linear thermal expansion: Tested to ASTM D696; rating of 2.46 x 10-5.
   g. Heat deflection: Tested to ASTM D648; maximum 205 degrees F or 96 degrees C.
   h. Flexural strength: Tested to ASTM D790; minimum rating 14.9 KPSI or 103 Mpa.
   i. Flexural modulus: Tested to ASTM D790; 2,777,501 PSI or 19.2 Gpa.
   j. Water absorption, 24 hours: tested to ASTM D570; maximum 0.008 percent by weight.
   k. Compression strength: Tested to ASTM D695; minimum 38.4 kpsi or 265 Mpa.
   l. Chemical resistance; minimum acceptable chemical resistance performance in accordance with SEFA 8:

Reagent Tested	Method	Rating
Amyl Acetone	A	0
Ethyl Acetate	A	1
Acetic Acid 98%	B	0
Acetone	A	1
Acid Dichromate 5%	B	0
Butyl Alcohol	A	0
Ethyl Alcohol	A	0
Methyl Alcohol	A	0
Ammonium Hydroxide, 28%	B	0
Benzene	A	1
Carbon Tetrachloride	A	0
Chloroform	A	1
Chromic Acid 60%	B	0
Cresol	A	0
Dichloro Acetic Acid	A	0
Dimethylformanide	A	0

Dioxane	A	1
Ethyl Ether	A	0
Formaldehyde 37%	A	0
Formic Acid 90%	B	1
Furfural	A	0
Gasoline	A	0
Hydrochloric Acid, 37%	B	0
Hydroflouric Acid 48%	B	3
Hydrogen Peroxide 28%	B	0
Tincture of Iodine	B	0
Methyl Ethyl Ketone	A	1
Methylene Chloride	A	1
Mono Chlorobenzene	A	1
Napthalene	A	0
Nitric Acid, 20%	B	0

Reagent Tested	Method	Rating
Nitric Acid, 30%	B	0
Nitric Acid, 70%	B	0
Phenol 90%	A	0
Phosphoric Acid, 85%	B	0
Silver Nitrate, Saturated	B	0
Sodium Hydroxide, 10%	B	0
Sodium Hydroxide, 20%	B	1
Sodium Hydroxide, 40%	B	1
Sodium Hydroxide, Flake	B	0
Sodium Sulfide, Saturated	B	0
Sulfuric Acid, 25%	B	0
Sulfuric Acid, 85%	B	1
Sulfuric Acid, 96%	B	3
Sulfuric Acid 85%, and Nitric Acid 70%, equal parts	B	1
Toluene	A	0
Trichlorethylene	A	1
Xylene	A	0
Zinc Chloride, Saturated	B	0

Testing Method Descriptions:

Method A - Volatile chemicals (organic solvents): Cotton ball saturated with test reagent is placed in one-ounce bottle (20 x 75mm test tube or similar container) with reservoir of liquid above ball. Container is inverted on test material for period of 24 hours at standard temperature 23 degrees C plus or minus 2 degrees C (73 degrees F plus or minus 4 degrees F).

Method B - Non Volatile Chemicals: Five drops (1/4 cc) of test reagent are placed on test material surface. Reagent is then covered with

watch glass (25 mm) for period of no less than 24 hours at standard temperature of 23 degrees C plus or minus 2 degrees C (73 degrees F plus or minus 4 degrees F).

Result Definitions:
0 - No Effect: No detectible change in material surface.
1 - Good: Slight detectable change in color or gloss but no change to function or life of work surface material.
2 - Fair: Slight surface etching or severer staining. Clearly discernable change in color or gloss but no significant impairment of surface life or function.
3 - Poor: Pitting, cratering or erosion of work surface material; obvious and significant deterioration. Objectionable change in appearance due to surface discoloration.

6. Color: To be selected from manufacturer's standard color range.

2.3 ACCESSORIES

A. Provide solid epoxy resin laboratory fume hood base work surfaces, pegboards reagent racks where indicated.

B. Installation Materials: Manufacturer's joint adhesive, panel adhesive, and sealants as required to suit project conditions.

2.4 FABRICATION

A. Fabricated tops and accessories in accordance with manufacturer's recommendations, approved Shop Drawings, and SEFA 8.

B. Epoxy Resin Worksurfaces:
1. Thickness:
a. 1 inch (25 mm) unless otherwise indicated.
b. Check each sheet at factory for required thickness.
c. Maximum variation in thickness: plus, or minus 1/16 inch (1.6 mm) from corner to corner.
2. Warpage:
a. Inspect tops for warpage prior to fabrication by placing on true flat surface.
b. Maximum allowable warpage: 1/16-inch (1.5 mm) in 36 inch (900 mm) span or 3/16 inch (4.5 mm) in 96 inch (2400 mm) span.
3. Fabrication:
a. Shop fabricate in longest practical lengths.
b. Bond joints with highly chemical resistant cement with properties and color similar to base material.
c. Provide 1/8-inch (3 mm) drip groove at underside of exposed edges, set

back 1/2 inch (13 mm) from face.

d. Finish exposed edges.

4. Fabricate tops flat.
5. Edge treatment: Standard 1/8 inch (2 mm) chamfered edge with drip groove.
6. Corner treatment: exposed corners shall be eased slightly for safety.
7. Back and end splashes:
   a. Supplied loose for field installation.
   b. 3/4"-inch thickness.
   c. 4-inches (100 mm) high unless otherwise indicated.
   d. Top-mounted end splash where worksurfaces abut adjacent construction at and locations indicated on Drawings.
8. Joints: Maximum 1/8 inch (2 mm), bonded with epoxy grout.
9. Make joints between two benches level.
10. Locate joints away from sinks and over or near supports.
11. Sink cutouts: Routed for drop-in sink.
12. Allowable tolerances:
    a. Square: Plus or minus 1/64 inch (0.4 mm) for each 12 inches (300 mm) of length.
    b. Location of cutouts and drilled openings: Plus or minus 1/8 inch (3 mm) of design dimension.
    c. Size of cutouts and drilled openings: Plus 1/8 inch (3 mm) or minus 0 inches (0 mm).

C. Epoxy Resin Sinks:
1. Mold sinks from thermosetting epoxy resin.
2. Mold interior corners to radius. Slope sink base to drain outlet.
3. Provide 1-1/2 inch (38 mm) outlet with open ended standpipe; standpipe overflow 2 inches (50 mm) shorter than depth of sink.
4. Unless otherwise indicated, fabricate sinks of drop-in design supported by upper flange from worksurface.
5. Color: To match adjacent worksurface.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until cabinets have been installed.

B. Confirm that surfaces to receive tops are plumb and level, with maximum deflection of 1/4 inch (6 mm) in 20 feet (6 m).

3.2 PREPARATION

A. Clean surfaces just prior to installation.

B. Prepare surfaces using methods recommended by manufacturer.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions and approved Shop Drawings.

B. Install tops plumb and level.

C. Scribe to adjacent surfaces in accordance with manufacturer's recommendations.

D. Fasten tops to supporting construction with adhesives appropriate for use with adjoining construction and as recommended by manufacturer.

E. Form field joints using manufacturer's recommended adhesive. Form joints to be inconspicuous and nonporous.

F. Install laboratory fume hood base work surfaces, pegboards, reagent racks using fasteners and adhesive appropriate for use with adjoining construction and as recommended by manufacturer.

3.4 PROTECTION

A. Protect installed products until completion of Project.

B. Touch up, repair, or replace damaged products.

END OF SECTION

Construction Drawings

McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR: ACHIEVE EARLY COLLEGE , MEMORIAL HS, LAMAR ACADEMY , NIKKI ROWE HS & McALLEN HS

DRAWING INDEX

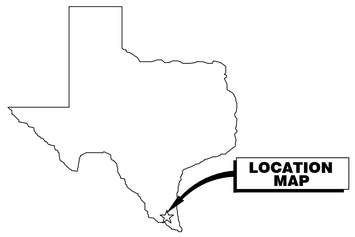
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A504 ACHIEVE EARLY COLLEGE CASEWORK ELEVATIONS

McAllen, Texas



V I C I N I T Y M A P N. T. S.
McAllen, TX.



MCALLEN, TEXAS

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CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
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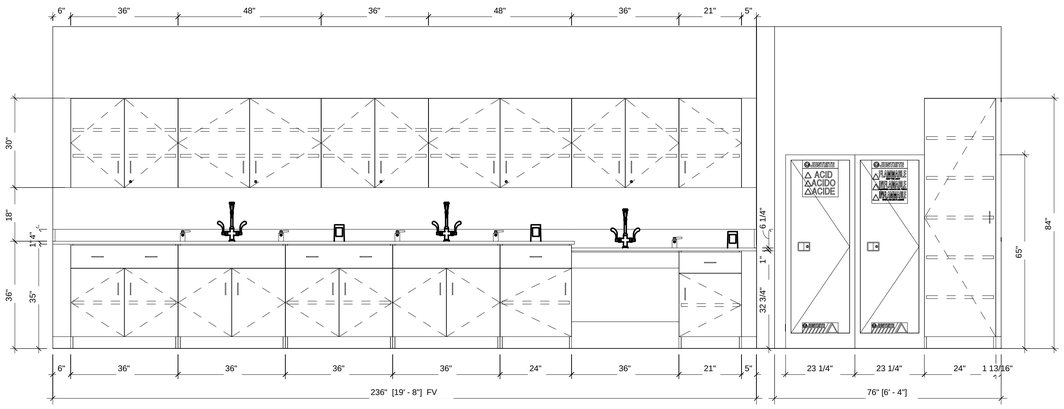
REGISTERED ARCHITECT COMMONWEALTH OF TEXAS EDUARDO A. VELA 24401 STATE OF
APR 23 2020

EDV ARCHITECTS, INC.
EDUARDO A. VELA
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 1027
HIDALGO, TX. 78557

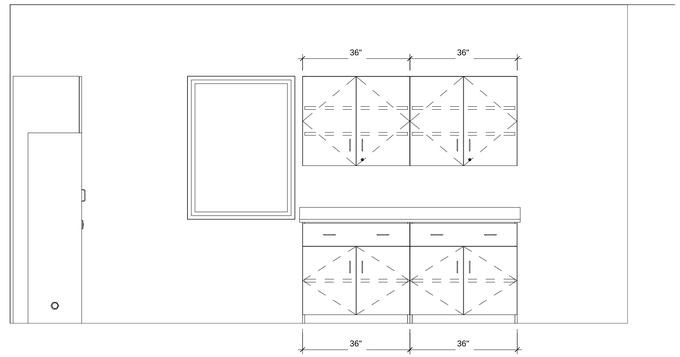
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.
DATE:
DRAWN BY:
CHECKED BY:
REVISION:

DRAWING NO:
CS



1 LEVEL 1 - LAMAR LAB LA-103
SCALE: 1/2"=1'-0"

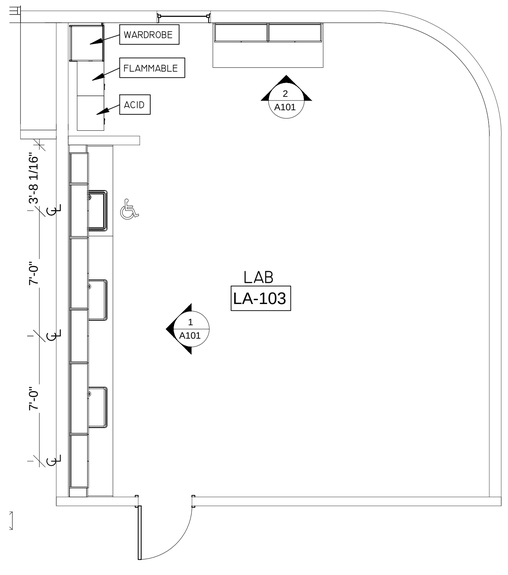


2 LEVEL 1 - LAMAR LAB LA-103
SCALE: 1/2"=1'-0"

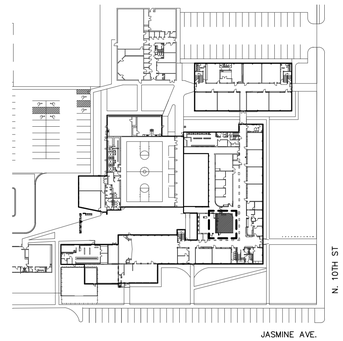
PROJECT GENERAL NOTES

3 NTS

1. REMOVAL OF EXISTING CABINETS & FURNITURE IS TO BE DONE BY OWNER.
2. FIELD VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS
3. GENERAL CONTRACTOR SHALL VISIT SITE AND GET FAMILIARIZED WITH ALL EXISTING CONDITIONS AND CONTRACT DOCUMENTS. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS, QUANTITIES, ETC. CONTRACTOR SHALL REPORT TO THE ARCHITECT ANY DISCREPANCIES OR IRREGULARITIES THAT MAY EXIST PRIOR TO SUMBITTING A BID.
4. CONTRACTOR SHALL NOTIFY THE ARCHITECT & THE OWNER IMMEDIATELY SHOULD UNANTICIPATED HAZARDOUS MATERIALS BE SUSPECTED OR DISCOVERED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, & ORDINANCES HAVING JURISDICTION.
6. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COORDINATION & SCHEDULING OF THE CONSTRUCTION WORK, PROVISION & CONTROL OF ALL MEANS & METHODS OF CONSTRUCTION, FIRE PREVENTION, COORDINATION, ORDERING, DELIVERY & STORAGE OF MATERIALS, REMOVAL OF DEBRIS, & ALL ASPECTS OF JOB SAFETY.
7. SWEEP DEBRIS FROM SELECTIVE DEMOLITION DAILY; NO ACCUMULATION OF TRASH AND DEBRIS MATERIALS WILL BE ALLOWED. APPROPRIATE TRASH DUMPSTERS PROVIDED BY CONTRACTOR ARE TO BE USED FOR SELECTIVE DEMOLITION WORKS. CONTRACTOR SHALL REMOVE ALL DEBRIS AND CONSTRUCTION MATERIAL OFF SITE AND DISPOSE ON APPROPRIATE DUMPSITE. VERIFY WITH OWNER LOCATION OF DUST CONTAINMENT BARRIERS FOR DEMOLITION.
8. CONTRACTOR SHALL TAKE EXTREME CARE ON WORKING WITH EXISTING ITEMS (BUILDING & SITE) THAT ARE TO REMAIN. PROTECT ALL WALLS & FLOOR FINISHES AS NEEDED IN ORDER TO PREVENT DAMAGE TO THOSE SURFACES FROM DEMOLITION MATERIALS & DISPOSAL OPERATIONS. DAMAGE CAUSED BY THE CONSTRUCTION PROCESS WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
9. CONTRACTOR SHALL TAKE SPECIAL PRECAUTIONS NOT TO INSTALL MATERIALS THAT CONTAIN ASBESTOS, P.C.B.'s OR OTHER HAZARDOUS MATERIALS.
10. THOROUGHLY CLEAN EXISTING (STRUCTURES, WALL, FLOOR, ROOF, ETC.) SCHEDULED TO RECEIVE NEW FINISHES.
11. CONTRACTOR SHALL COORDINATE ALL INTERRUPTIONS OF MECHANICAL, ELECTRICAL, & PLUMBING WITH THE OWNER DURING THE COURSE OF CONSTRUCTION. IF INTERRUPTION OF EXISTING UTILITIES OR POWER IS REQUIRED, OWNSER IS TO BE NOTIFIED 48 HOURS IN ADVANCE.



N 4 LEVEL 1 - LAMAR LAB LA-103
SCALE: 1/4"=1'-0"



KEY PLAN (LAMAR ACADEMY)

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBPE FIRM REG. NUMBER 18591-11
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

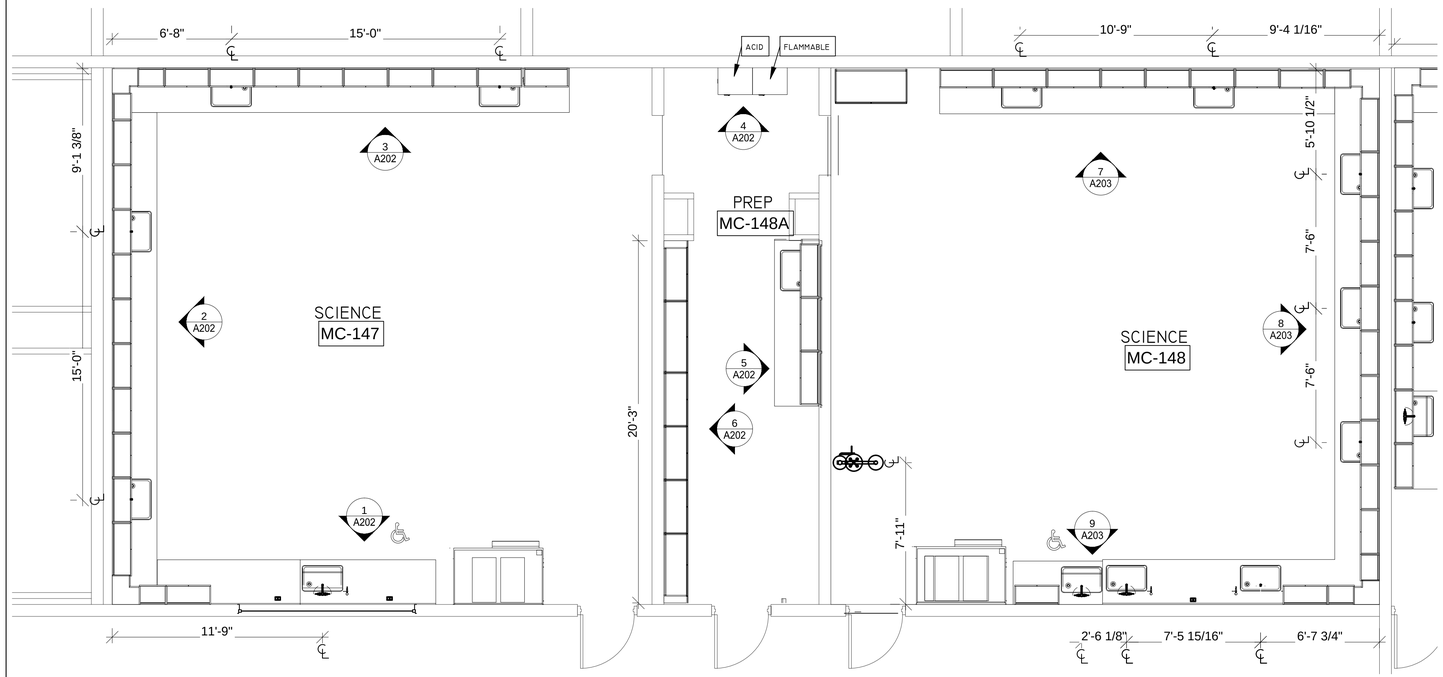
REGISTERED ARCHITECT
EDUARDO G. VELA
64401
STATE OF TEXAS
APR 23 2020

ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

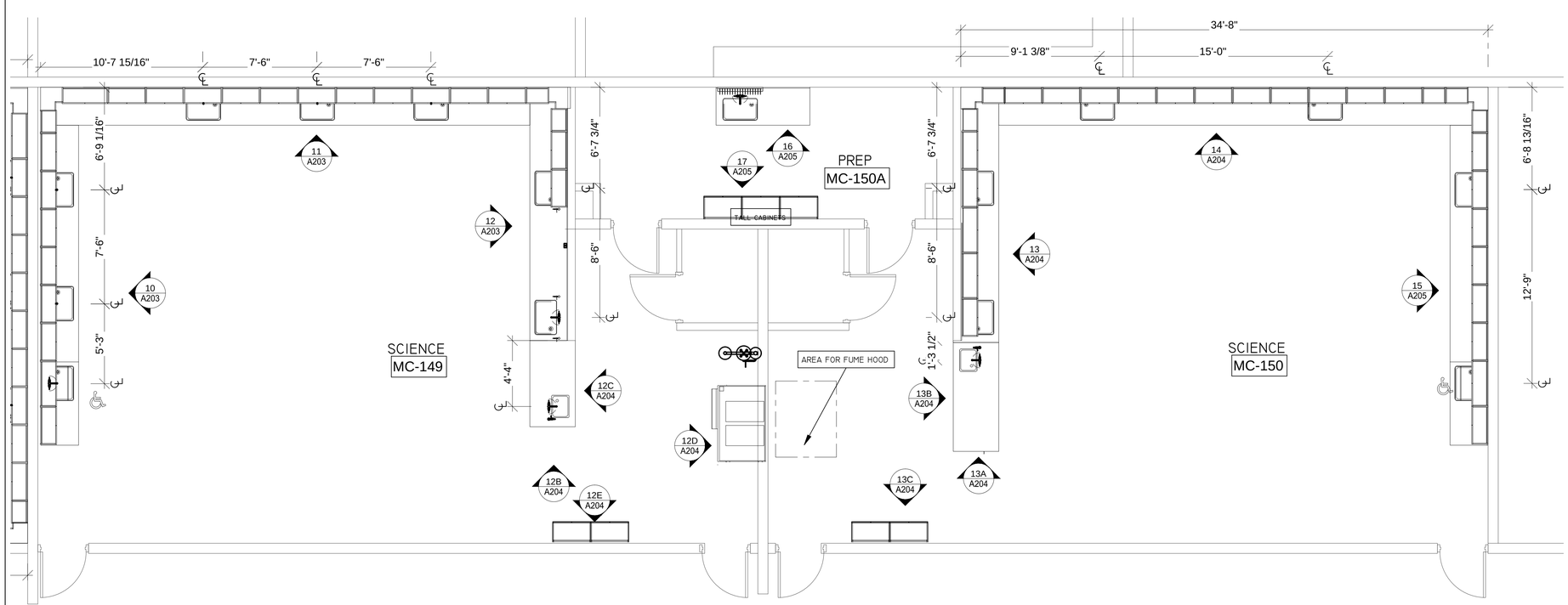
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DRAWN BY:	
CHECKED BY:	
REVISION:	

DRAWING NO:
A101



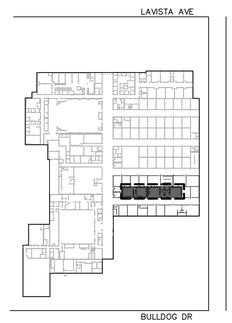
N 1 FLOOR PLAN (McALLEN HS)

SCALE: 1/4"=1'-0"



N 2 FLOOR PLAN (McALLEN HS)

SCALE: 1/4"=1'-0"



KEY PLAN (McALLEN HS)

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3069
TBPE FIRM REG. NUMBER 23-1
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

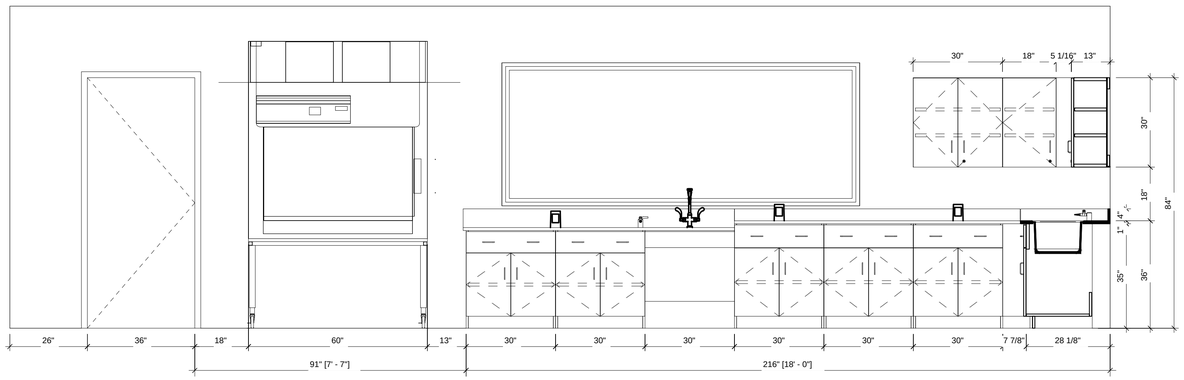
REGISTERED ARCHITECT
COMMONWEALTH OF TEXAS
EDUARDO C. VELA
24401
STATE OF TEXAS
APR 23 2020

EDV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

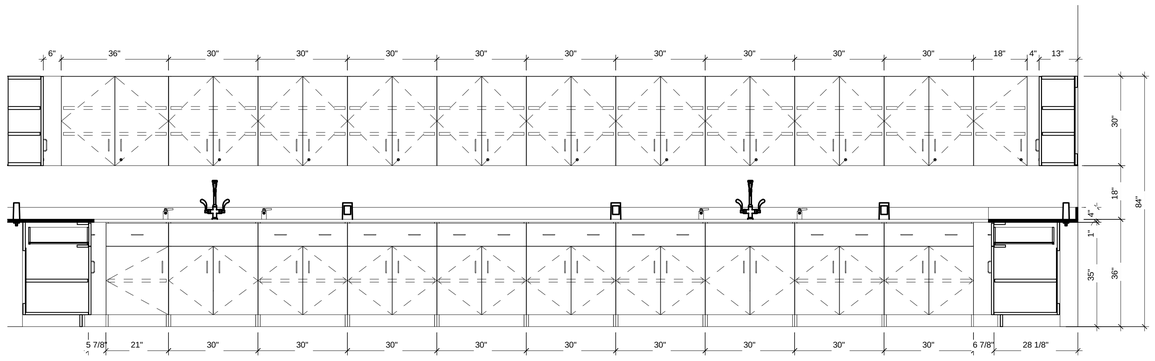
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.	
DATE:	
DRAWN BY:	
CHECKED BY:	
REVISION:	

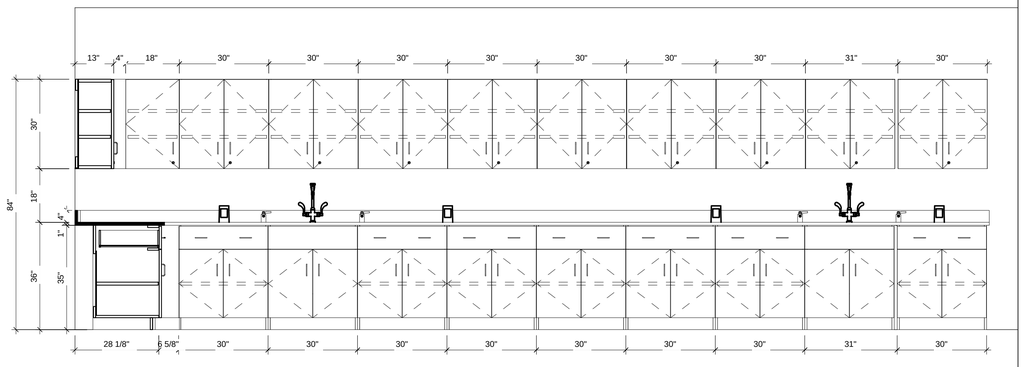
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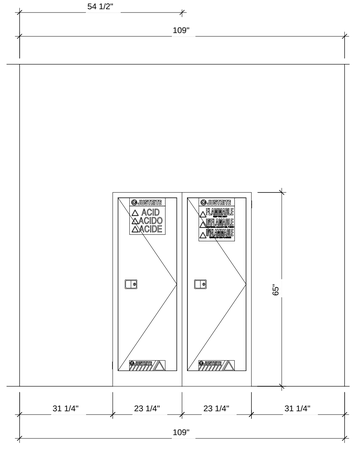
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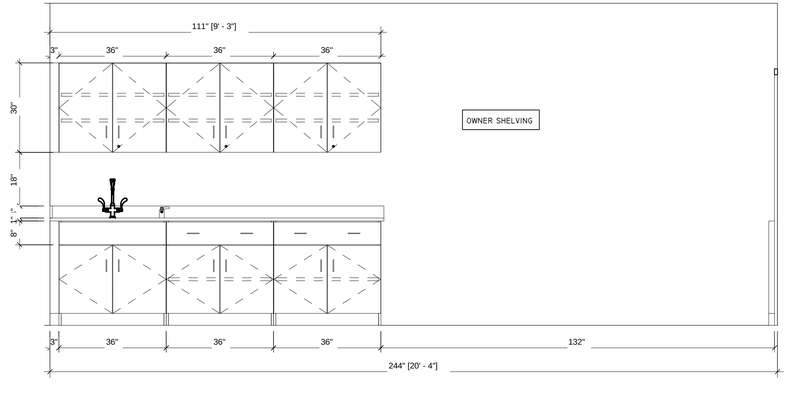
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SCALE: 1/2"=1'-0"



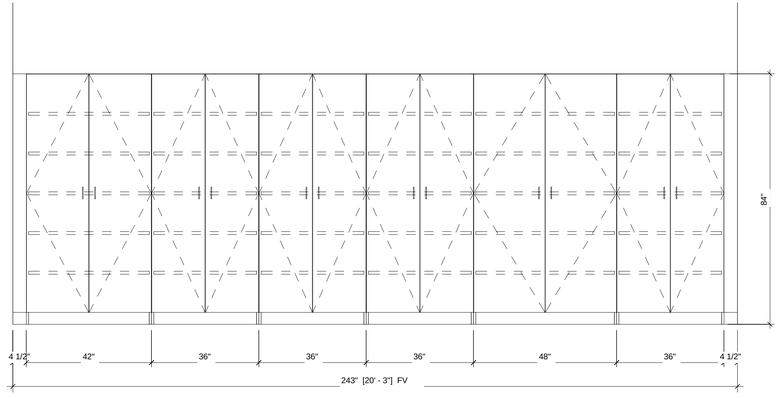
3 SCIENCE MC-147
SCALE: 1/2"=1'-0"



4 PREP MC-148A
SCALE: 1/2"=1'-0"



5 PREP MC-148A
SCALE: 1/2"=1'-0"



6 PREP MC-148A
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
PH: (956) 687-4567
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

REGISTERED ARCHITECT EDUARDO C. VELA STATE OF TEXAS 14401

APR 23 2020

EDV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

MCALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR

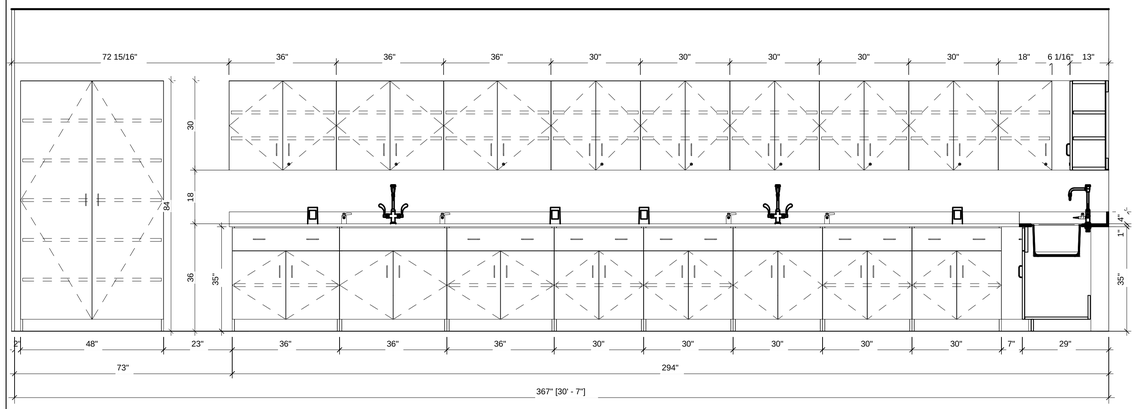
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS

McAllen, Texas

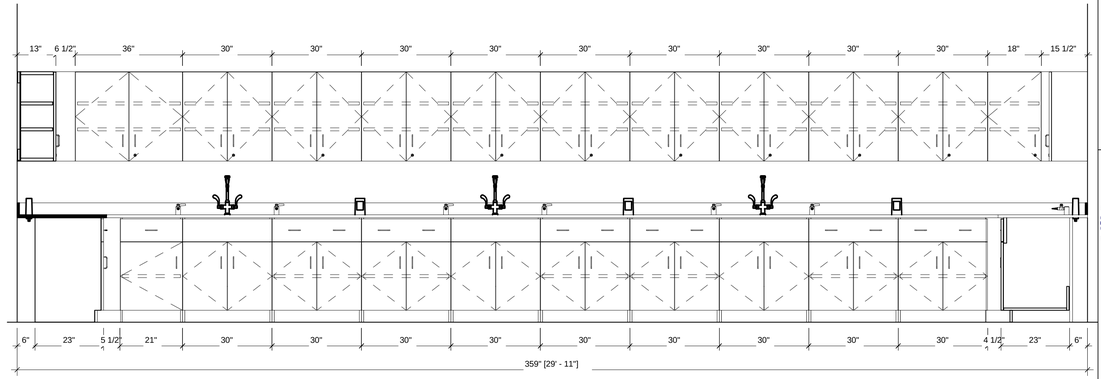
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DATE:	
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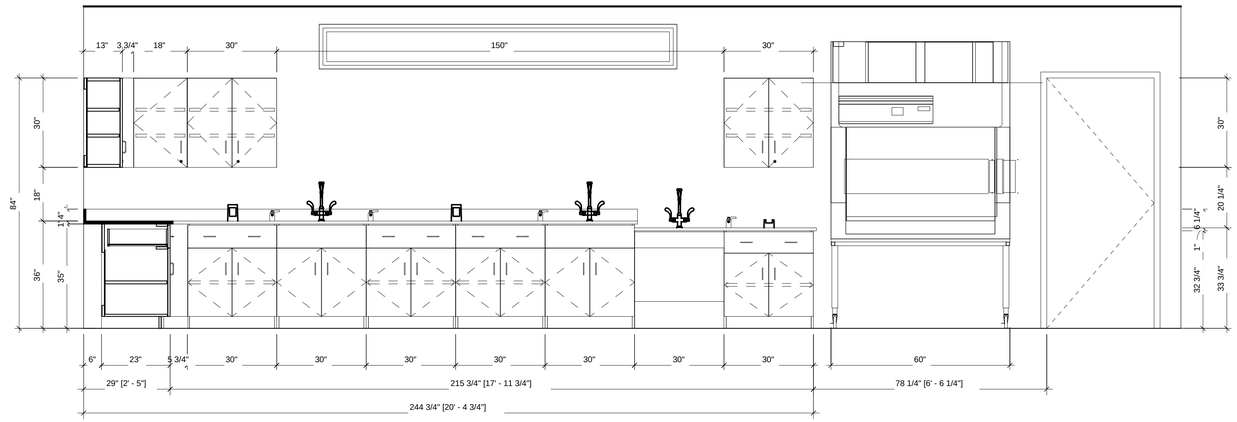
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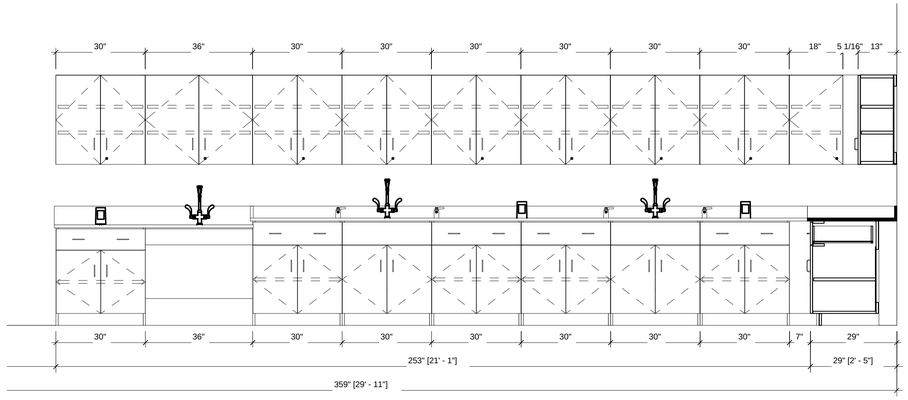
7 SCIENCE MC-148
SCALE: 1/2"=1'-0"



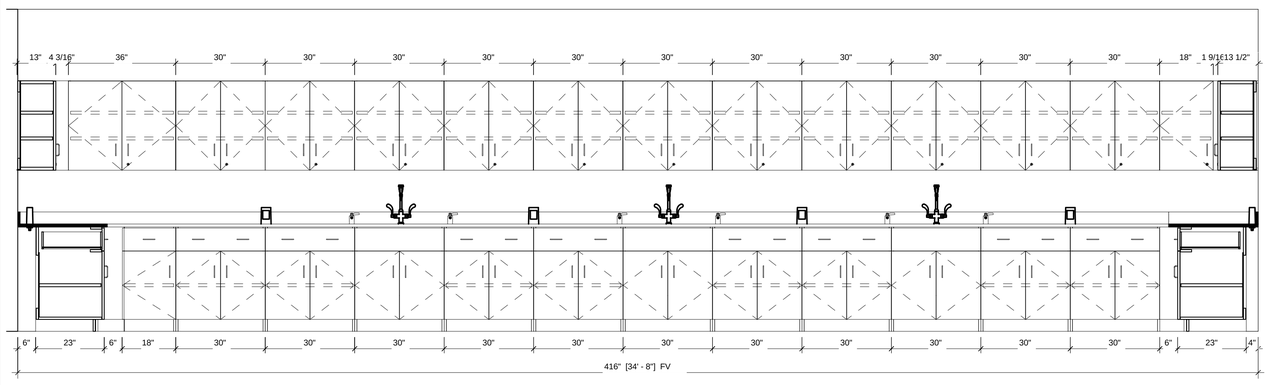
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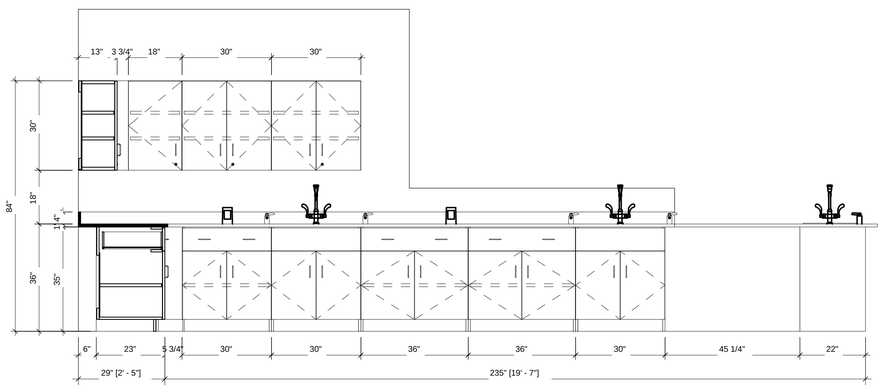
9 SCIENCE MC-148
SCALE: 1/2"=1'-0"



10 SCIENCE MC-149
SCALE: 1/2"=1'-0"



11 SCIENCE MC-149
SCALE: 1/2"=1'-0"



12 SCIENCE MC-149
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBAE FIRM REG. NUMBER BR-3207
PH: (956) 687-4567
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

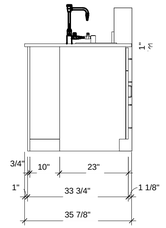
REGISTERED ARCHITECT
EDMUNDO G. VELA
14401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 2237
HIDALGO, TX. 78557

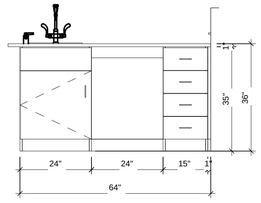
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.	
DATE:	
DRAWN BY:	
CHECKED BY:	
REVISION:	

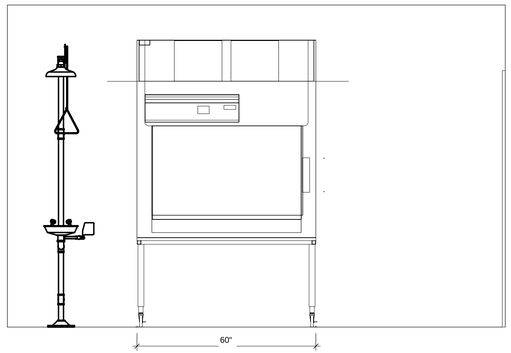
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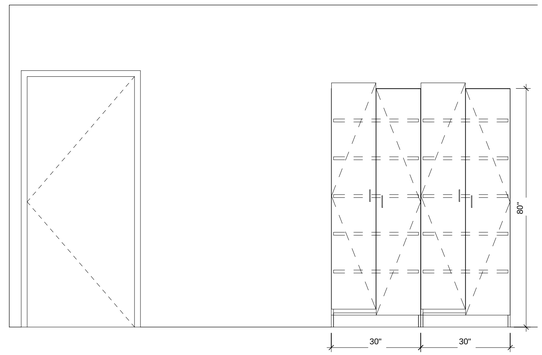
12B SCIENCE MC-149
SCALE: 1/2"=1'-0"



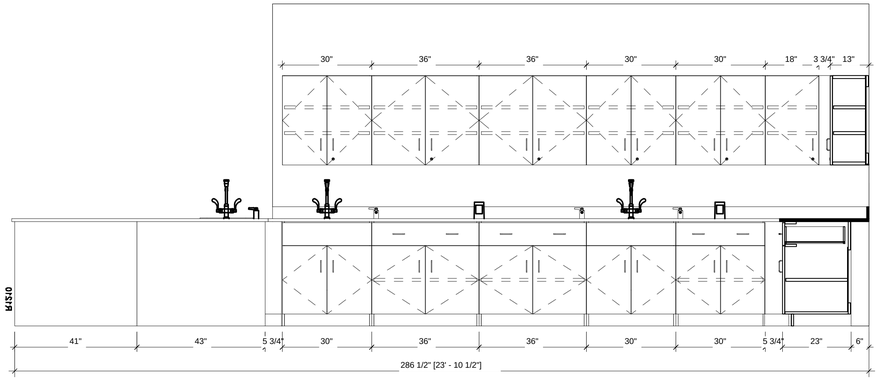
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SCALE: 1/2"=1'-0"



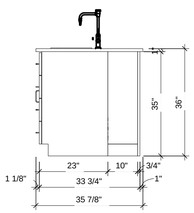
12D SCIENCE MC-149
SCALE: 1/2"=1'-0"



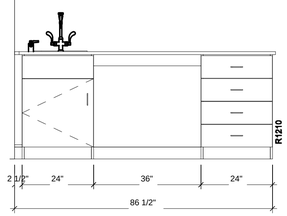
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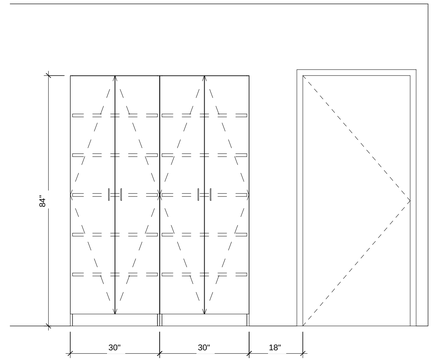
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SCALE: 1/2"=1'-0"



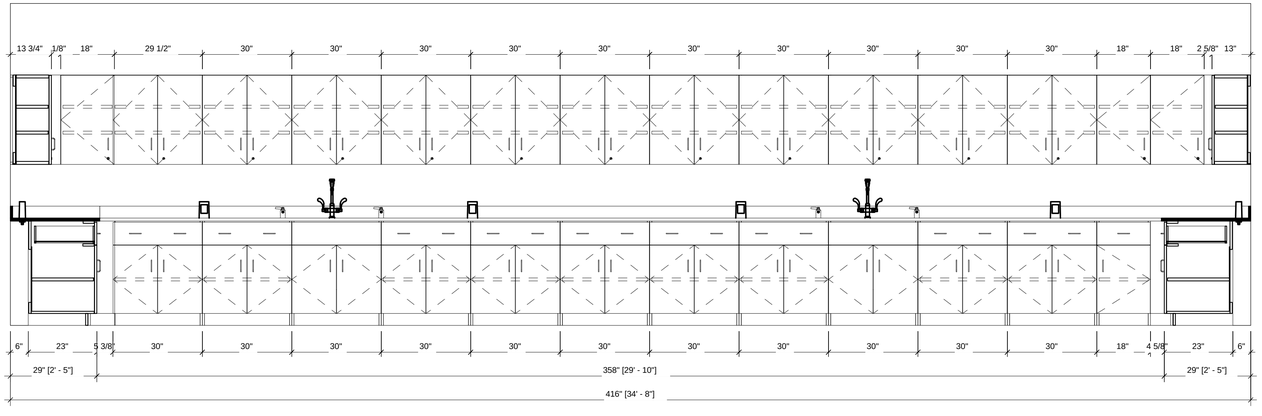
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SCALE: 1/2"=1'-0"



13B SCIENCE MC-150
SCALE: 1/2"=1'-0"



13C SCIENCE MC-150
SCALE: 1/2"=1'-0"



14 SCIENCE MC-150
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
PHONE: (956) 687-4567
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

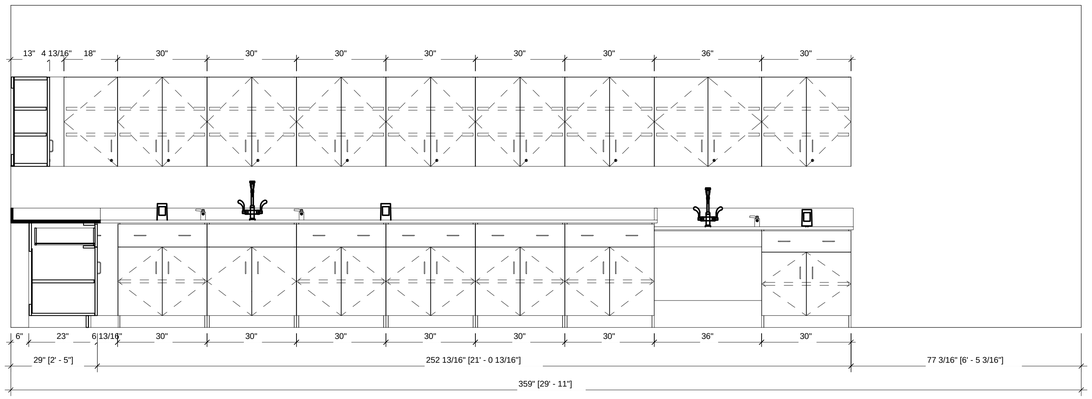
REGISTERED ARCHITECT
EDUARDO G. VELA
44401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

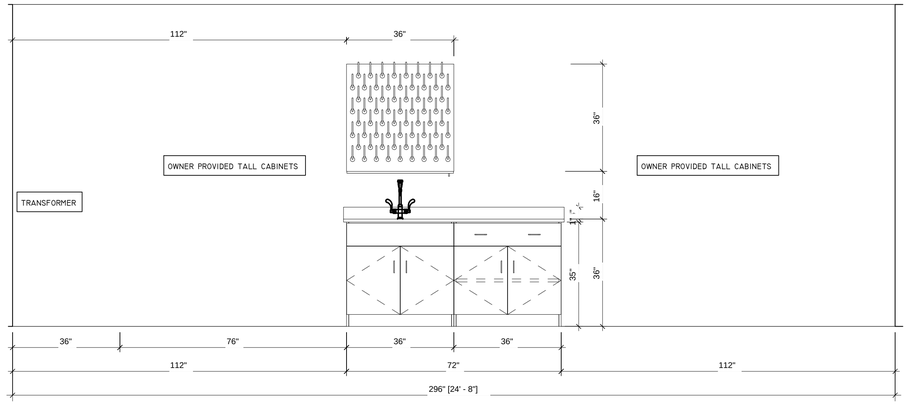
JOB NO.
DATE:
DRAWN BY:
CHECKED BY:
REVISION:

DRAWING NO:
A204



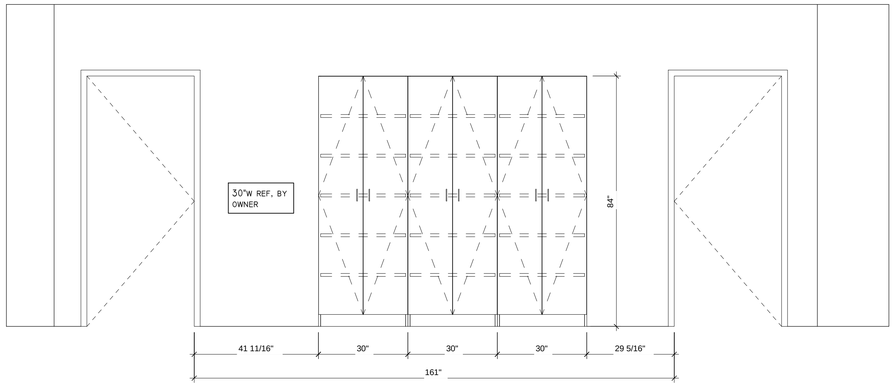
15 SCIENCE MC-150

SCALE: 1/2"=1'-0"



16 PREP MC-150A

SCALE: 1/2"=1'-0"



17 PREP MC-150A

SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBAE FIRM REG. NUMBER 15027
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

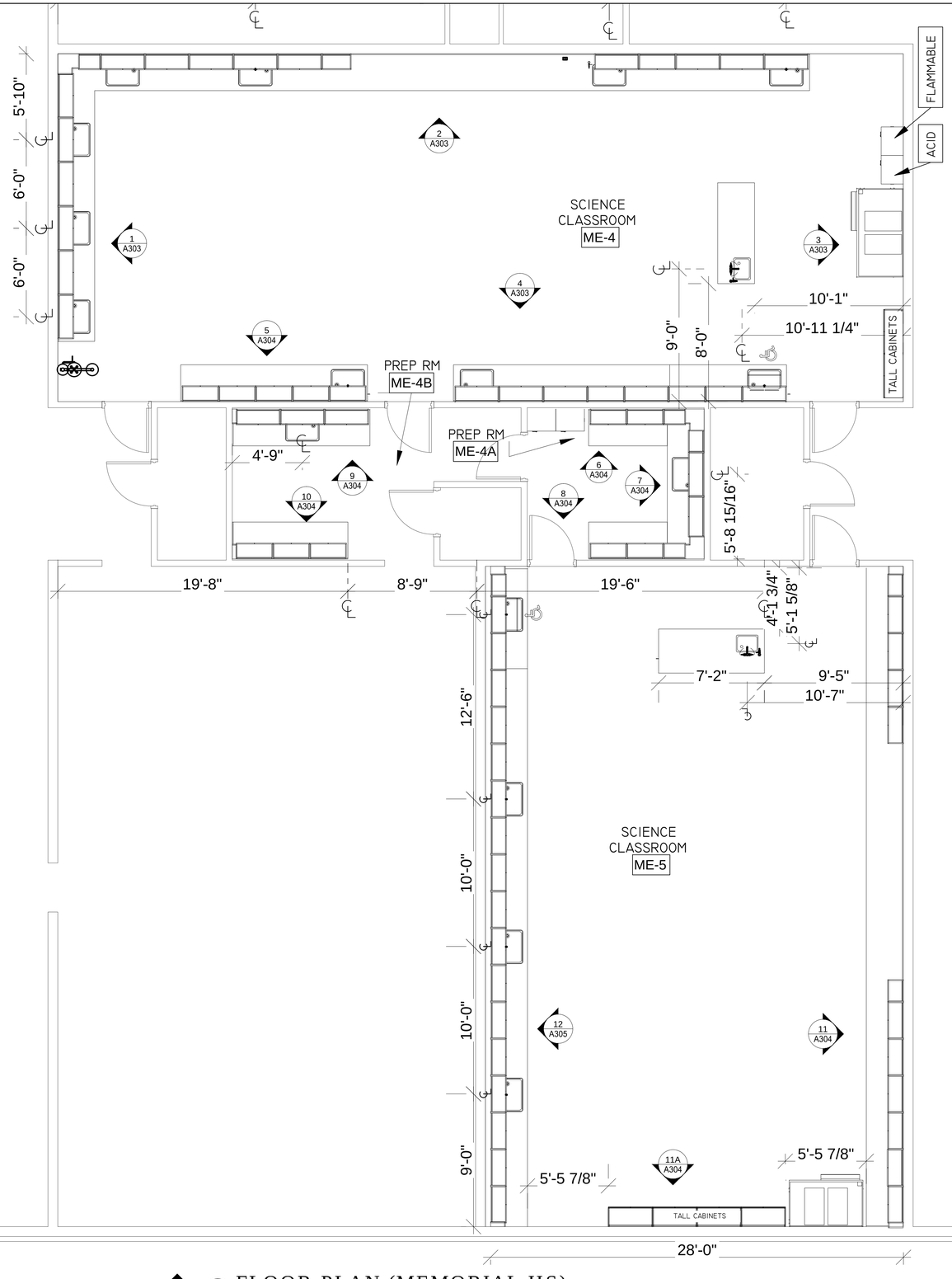
REGISTERED ARCHITECT EDUARDO G. VELA 24401 STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

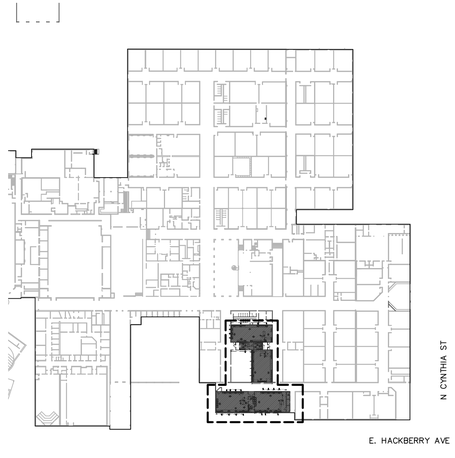
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.	
DATE:	
DRAWN BY:	
CHECKED BY:	
REVISION:	

DRAWING NO:
A205



N 1 FLOOR PLAN (MEMORIAL HS)
SCALE: 1/4"=1'-0"



KEY PLAN (MEMORIAL HS)

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3069
PH: (956) 687-4451
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

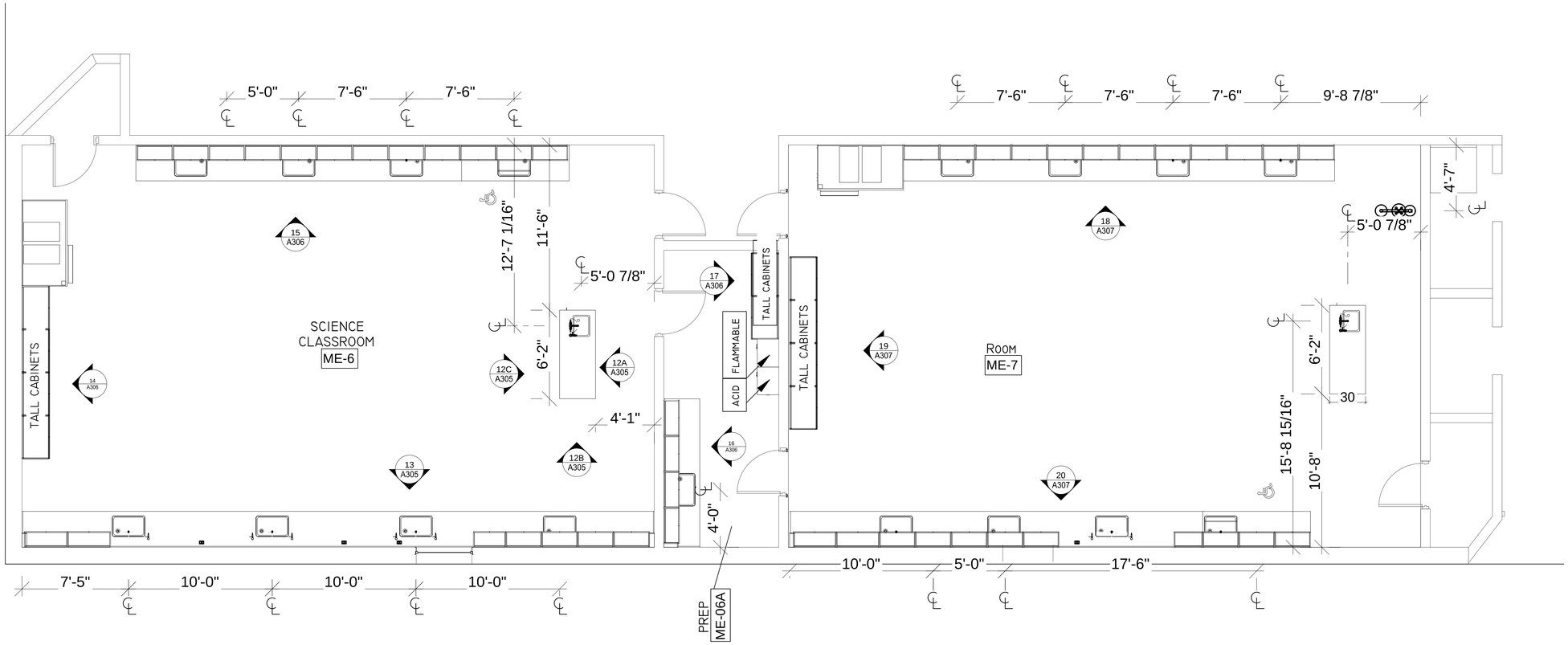
REGISTERED ARCHITECT ROBERTO C. VELA 24401 STATE OF TEXAS
APR 23 2020

EDV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

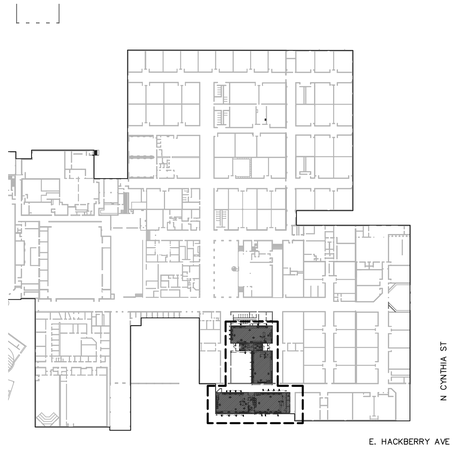
JOB NO.	
DATE:	
DRAWN BY:	
CHECKED BY:	
REVISION:	

DRAWING NO:
A301



1 FLOOR PLAN (MEMORIAL HS)

SCALE: 1/4"=1'-0"



KEY PLAN (MEMORIAL HS)

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3069
TBPLS FIRM REG. NUMBER 10087-00
PH: (956) 467-4473
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

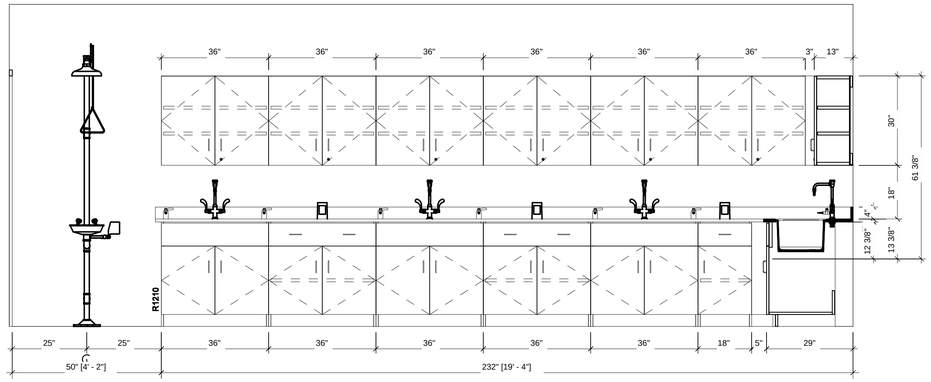
REGISTERED ARCHITECT
EDUARDO G. VELA
24401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 2237
HIDALGO, TX. 78557

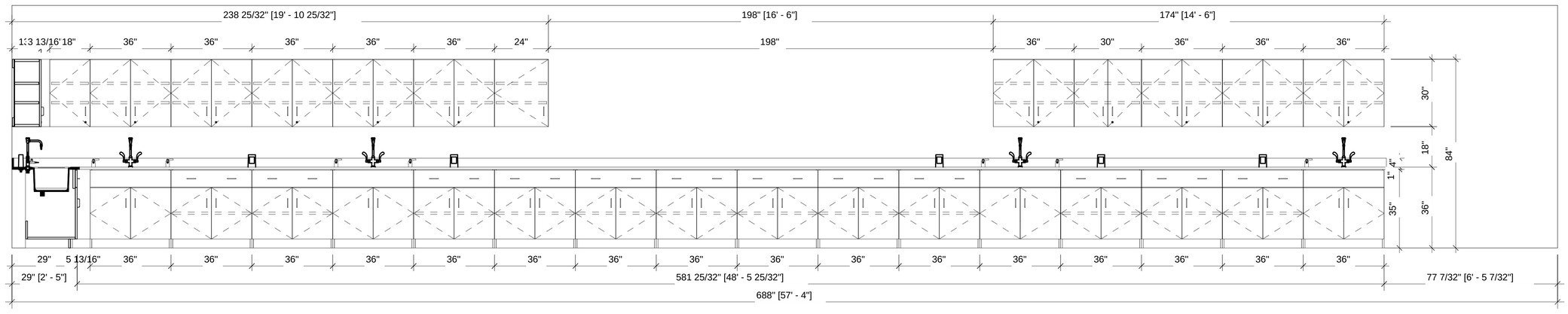
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.	
DATE:	
DRAWN BY:	
CHECKED BY:	
REVISION:	

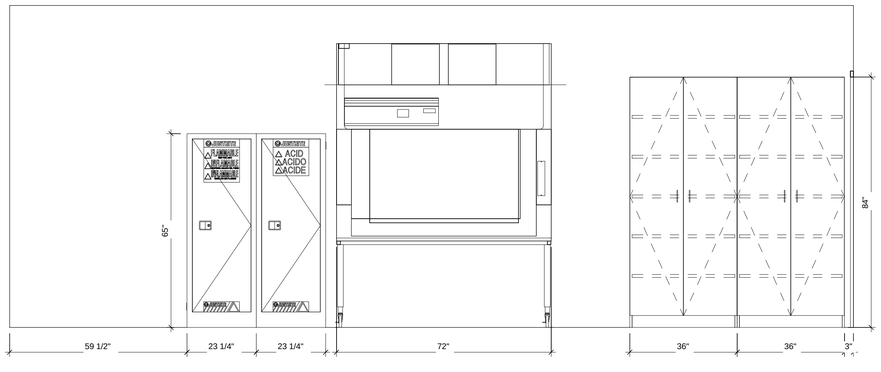
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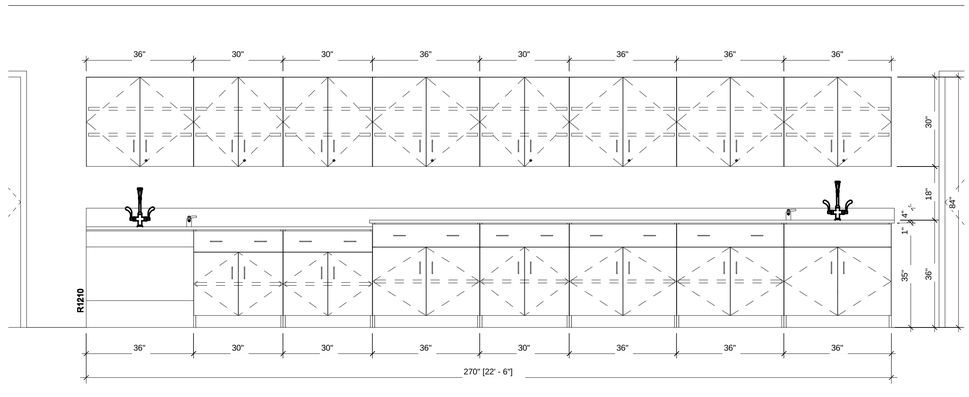
1 SCIENCE ME-4
SCALE: 1/2"=1'-0"



2 SCIENCE ME-4
SCALE: 1/2"=1'-0"



3 SCIENCE ME-4
SCALE: 1/2"=1'-0"



4 SCIENCE ME-4
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3069
PH: (956) 687-4418
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

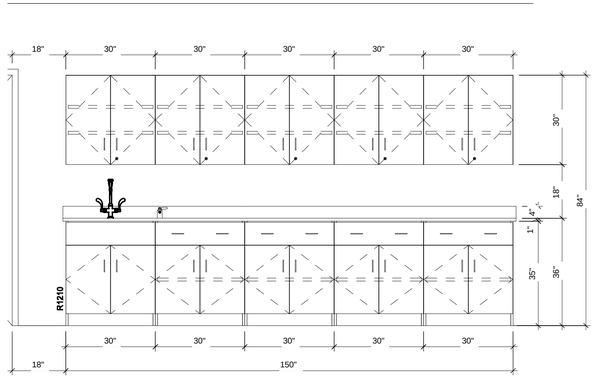
REGISTERED ARCHITECT
EDUARDO C. VELA
44401
STATE OF TEXAS
APR 23 2020

EDV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

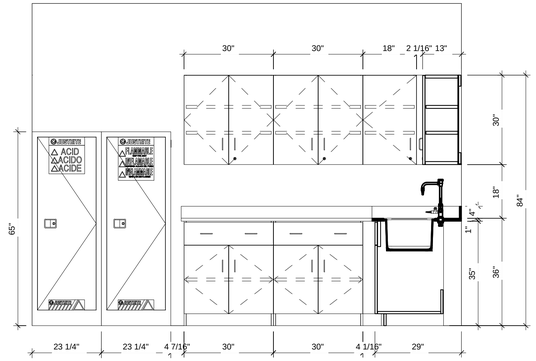
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.
DATE:
DRAWN BY:
CHECKED BY:
REVISION:

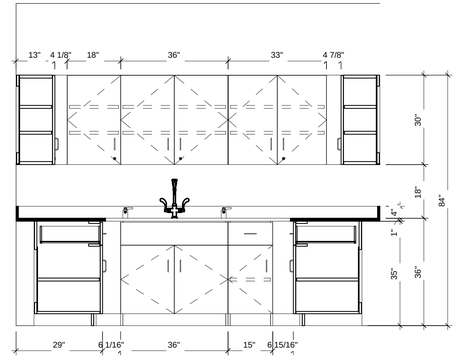
DRAWING NO:
A303



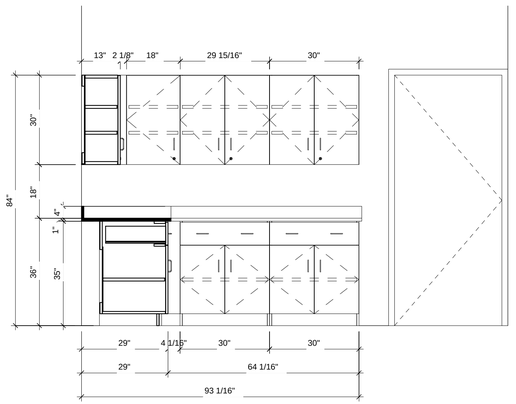
5 SCIENCE ME-4
SCALE: 1/2"=1'-0"



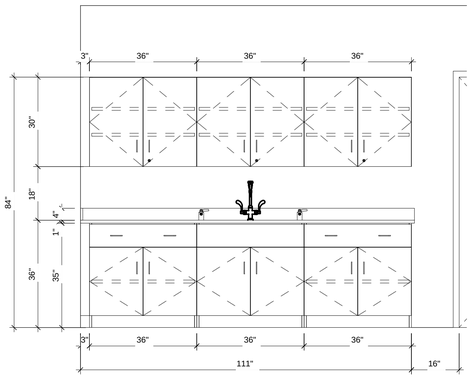
6 PREP ME-4A
SCALE: 1/2"=1'-0"



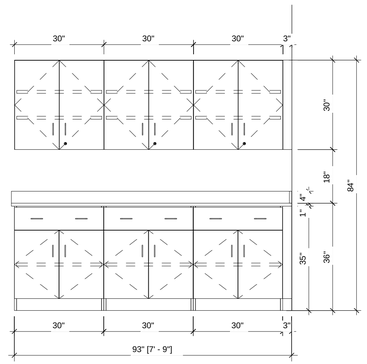
7 PREP ME-4A
SCALE: 1/2"=1'-0"



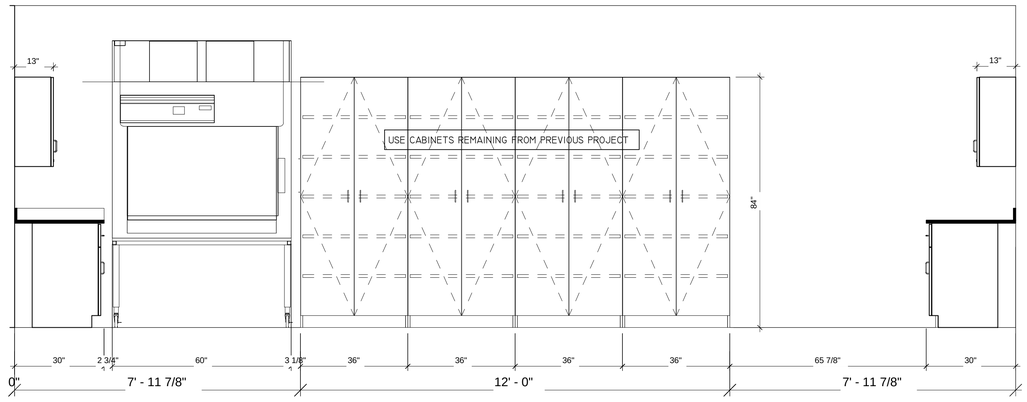
8 PREP ME-4A
SCALE: 1/2"=1'-0"



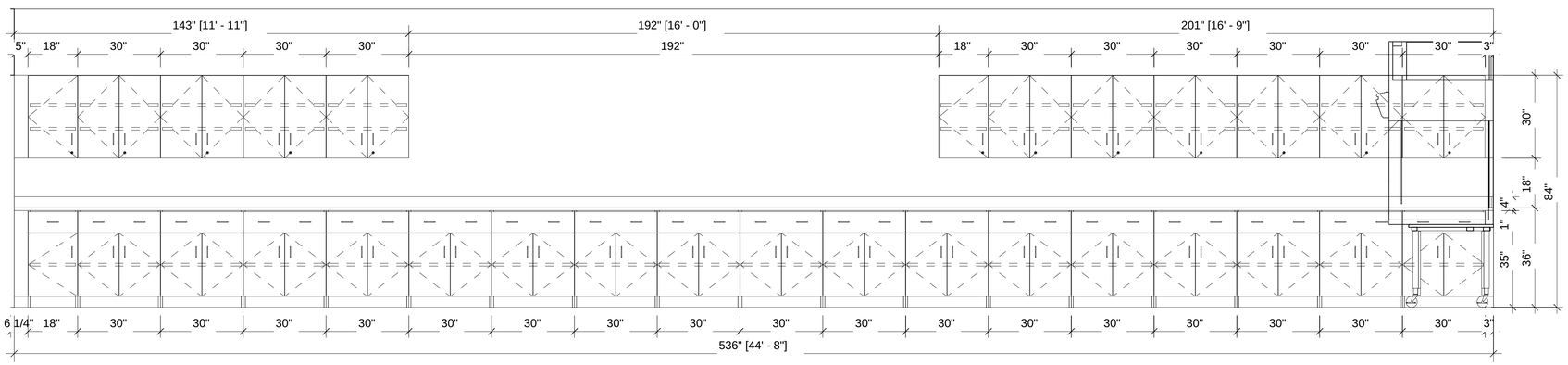
9 PREP ROOM ME-4B
SCALE: 1/2"=1'-0"



10 PREP ROOM ME-4B
SCALE: 1/2"=1'-0"



11A SCIENCE ME-5
SCALE: 1/2"=1'-0"



11 SCIENCE ME-5
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBPLS FIRM REG. NUMBER 10194457
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

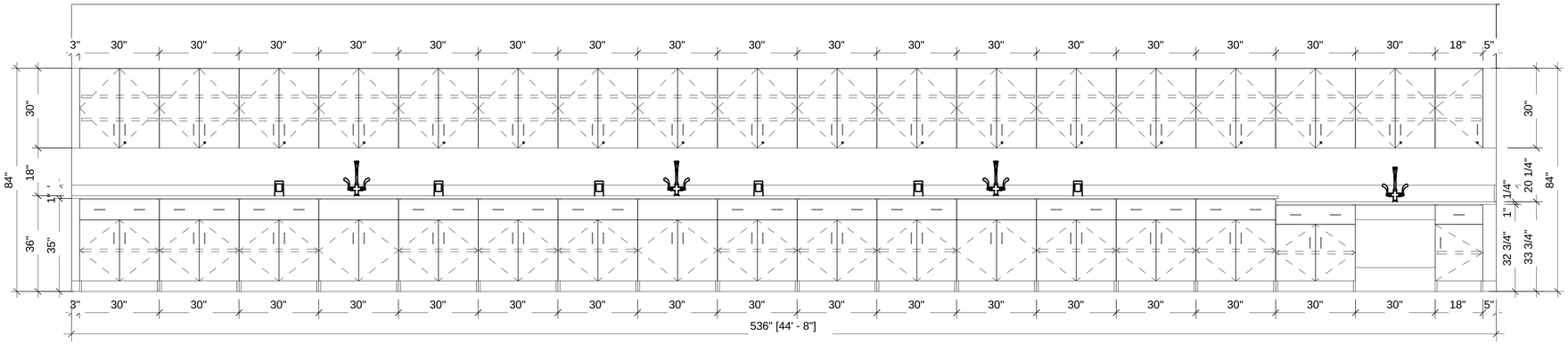
REGISTERED ARCHITECT
EDMUNDO G. VELA
44401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 2237
HIDALGO, TX. 78557

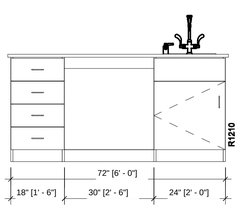
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.	
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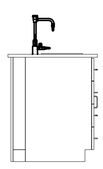
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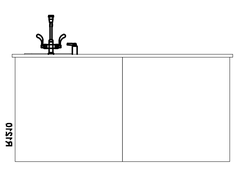
12 SCIENCE ME-5
SCALE: 1/2"=1'-0"



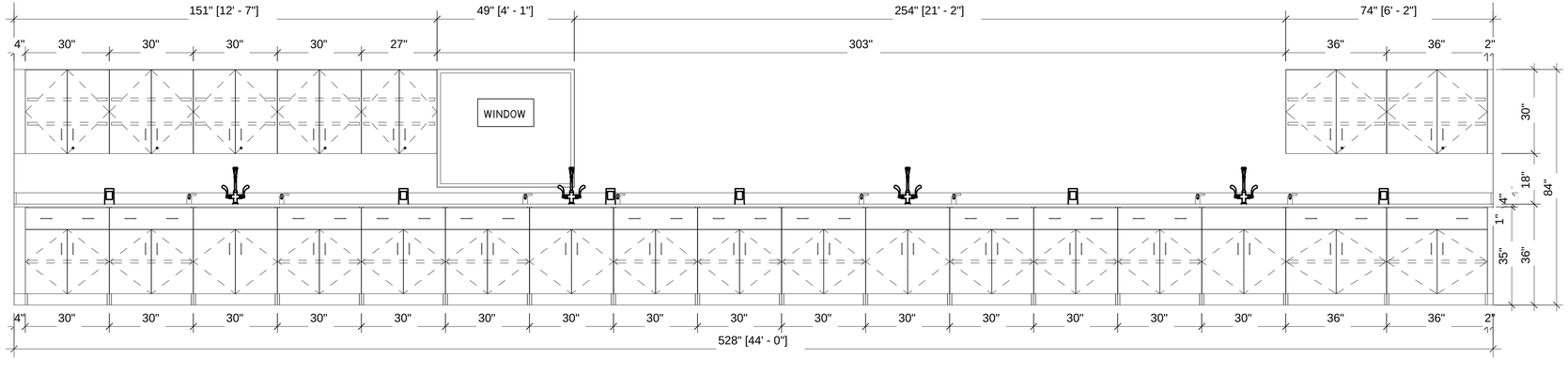
12A TYPICAL INSTRUCTIONAL DESK
SCALE: 1/2"=1'-0"



12B TYPICAL INSTRUCTIONAL DESK
SCALE: 1/2"=1'-0"



12C TYPICAL INSTRUCTIONAL DESK
SCALE: 1/2"=1'-0"



13 SCIENCE ME-6
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBAE FIRM REG. NUMBER 14321
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

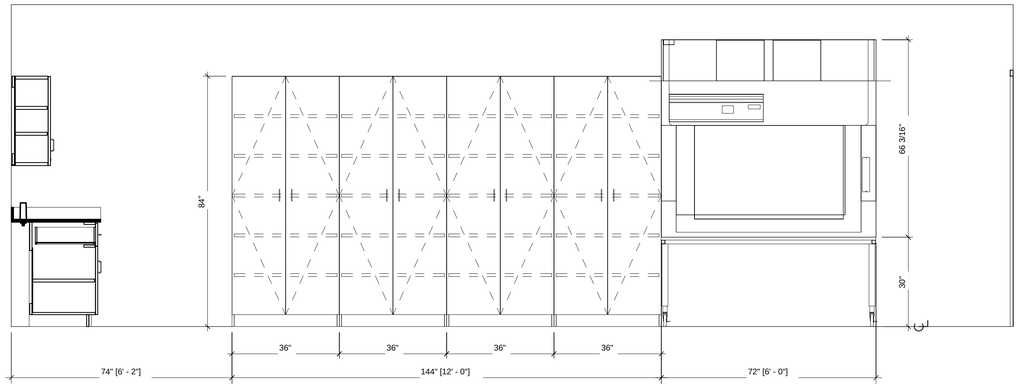
REGISTERED ARCHITECT EDUARDO G. VELA 14401 STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

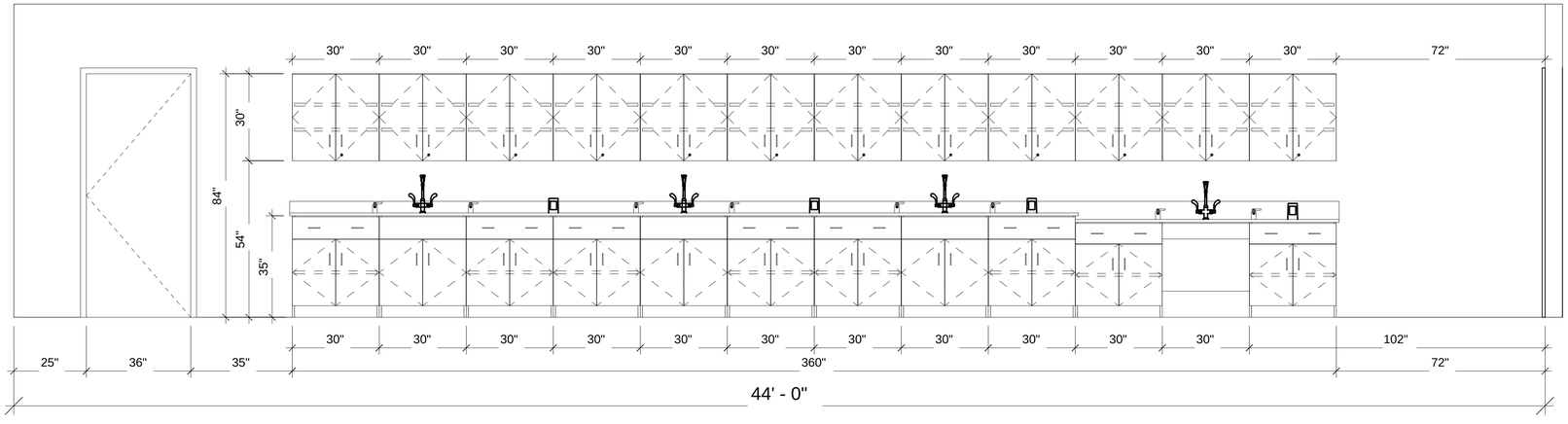
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

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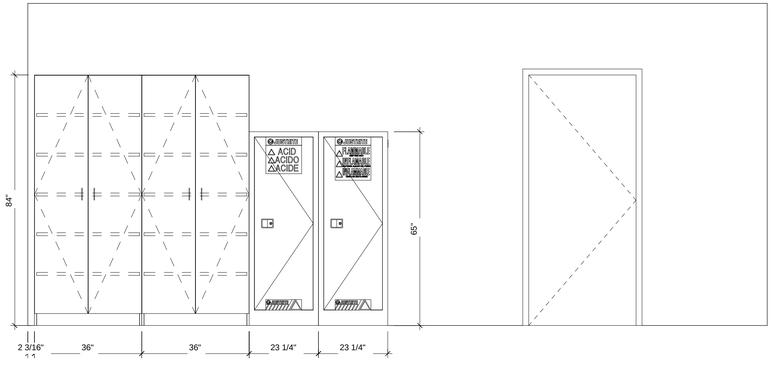
DRAWING NO:
A305



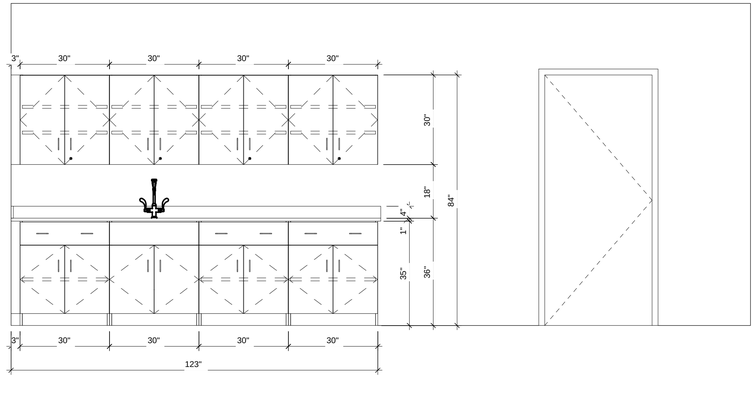
14 SCIENCE ME-6
SCALE: 1/2"=1'-0"



15 SCIENCE ME-6
SCALE: 1/2"=1'-0"



16 SCIENCE ME-6
SCALE: 1/2"=1'-0"



17 SCIENCE ME-6
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-13069
TBAE FIRM REG. NUMBER 3761
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chanlinengineering.com

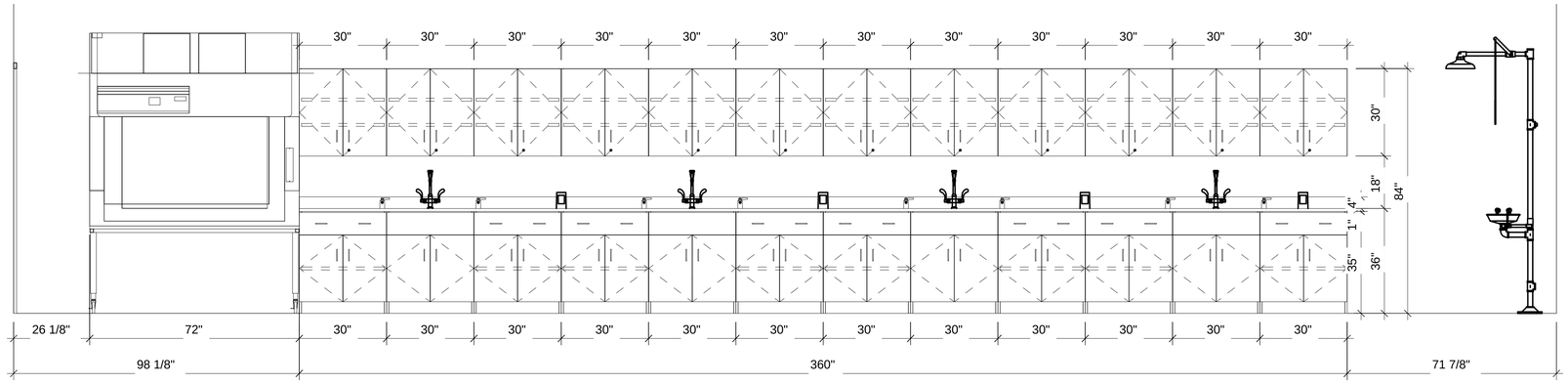
REGISTERED ARCHITECT
EDUARDO G. VIELA
14401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 2237
HIDALGO, TX. 78557

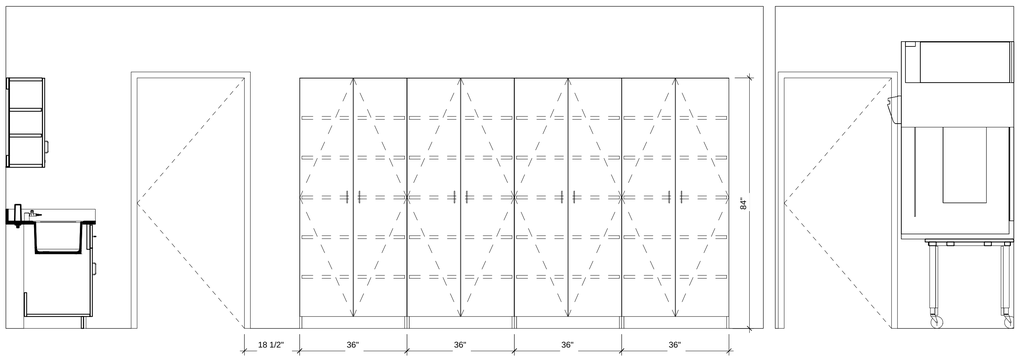
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

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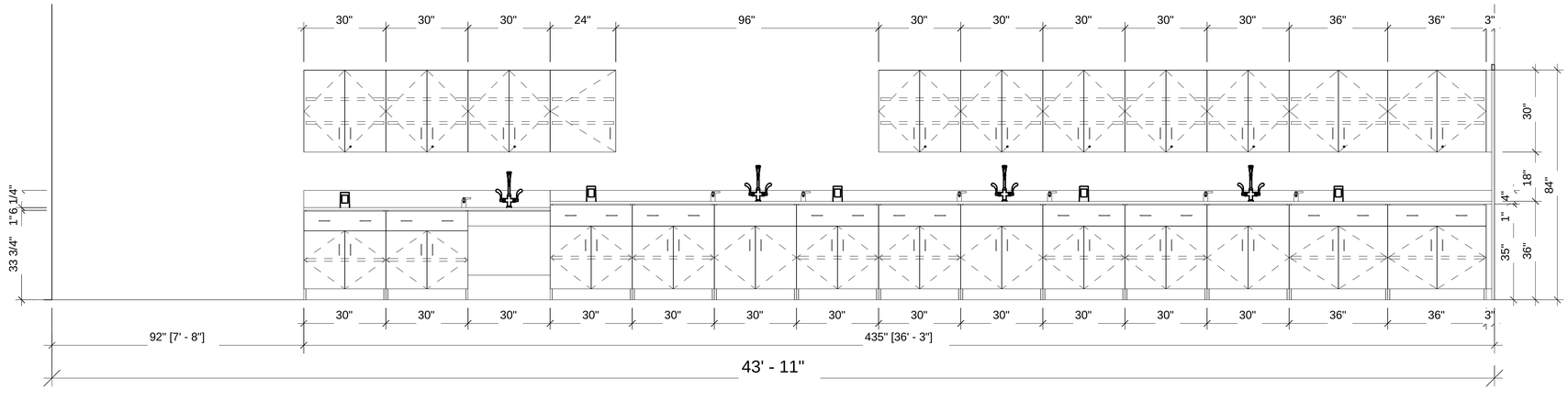
DRAWING NO:
A306



18 SCIENCE ME-7
SCALE: 1/2"=1'-0"



19 SCIENCE ME-7
SCALE: 1/2"=1'-0"



20 SCIENCE ME-7
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBPE FIRM REG. NUMBER 4401
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

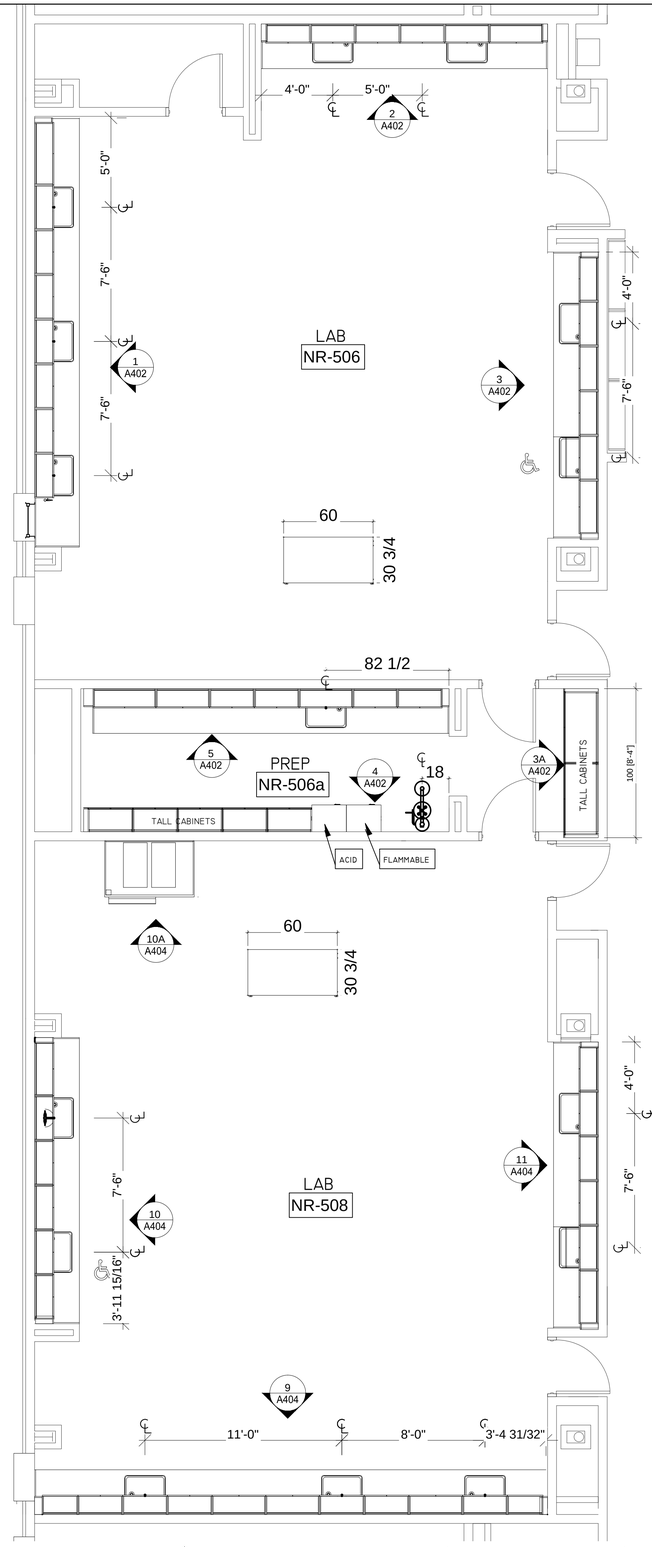
REGISTERED ARCHITECT
EDMUNDO G. VIELA
4401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

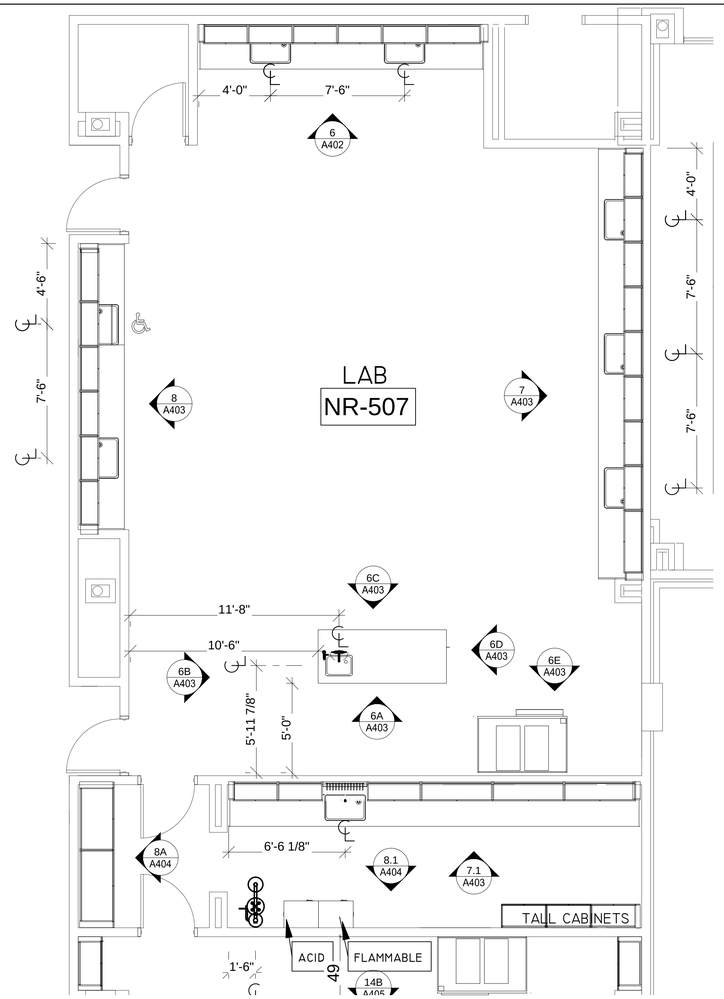
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

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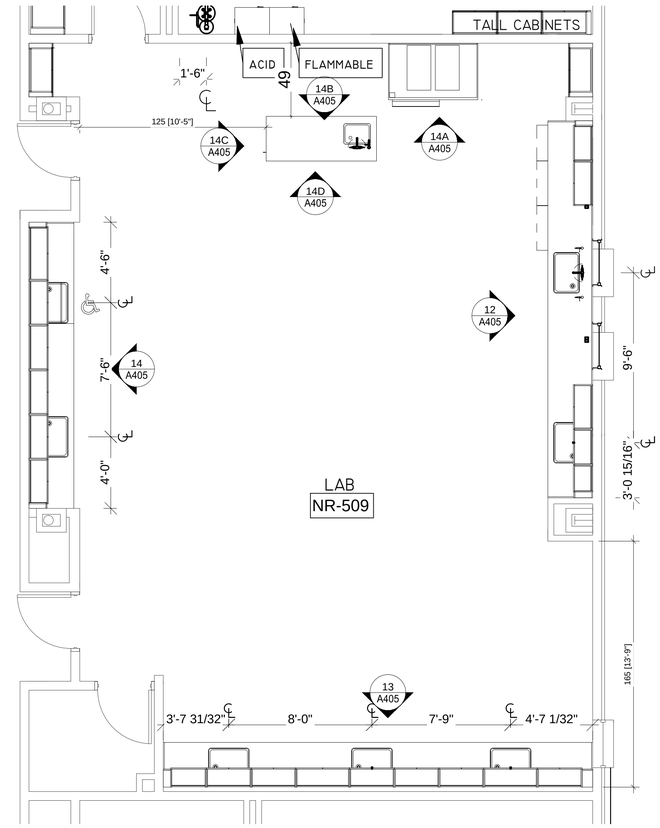
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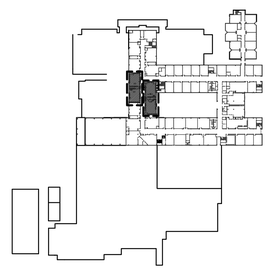
N 1 FLOOR PLAN (NIKKI ROWE)
SCALE: 1/4"=1'-0"



N 2 FLOOR PLAN (NIKKI ROWE)
SCALE: 1/4"=1'-0"



N 3 FLOOR PLAN (NIKKI ROWE)
SCALE: 1/4"=1'-0"



KEY PLAN (NIKKI ROWE HS)

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3069
PH: (956) 687-4451
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

REGISTERED ARCHITECT
COMMONWEALTH OF VELA
STATE OF TEXAS
4401
APR 23 2020

ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 2027
HIDALGO, TX. 78557

INTERIOR RENOVATIONS FOR

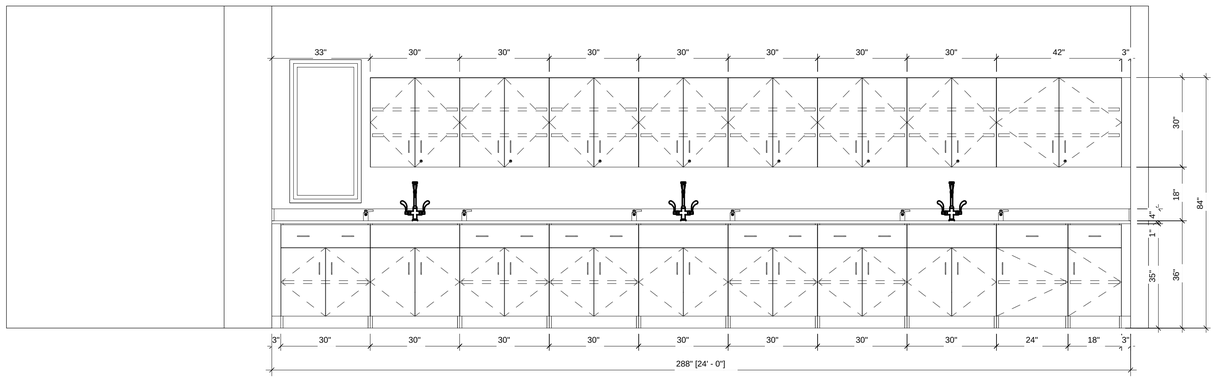
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS

McAllen, Texas

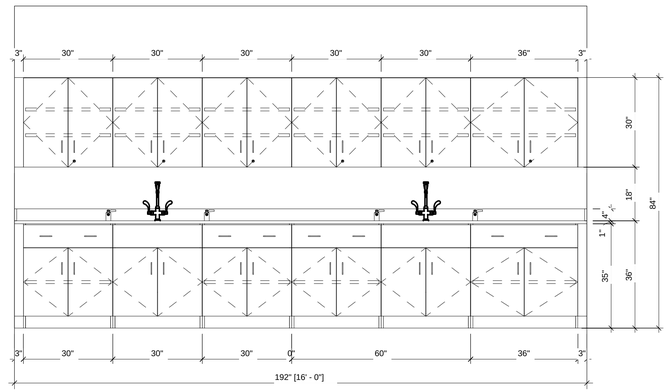
PROJECT: McALLEN ISD SCIENCE LABS

JOB NO.	
DATE:	
DRAWN BY:	
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REVISION:	

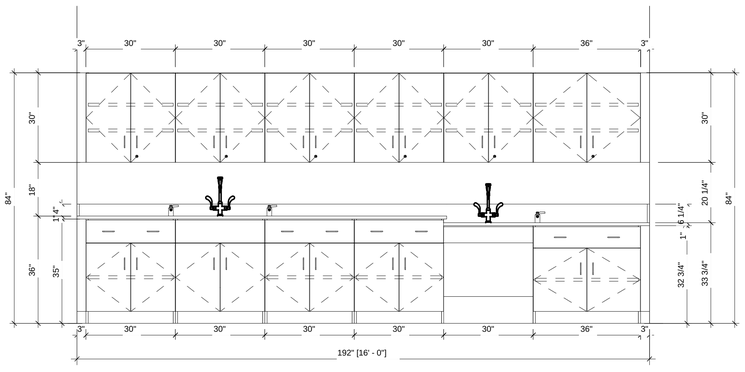
DRAWING NO: **A401**



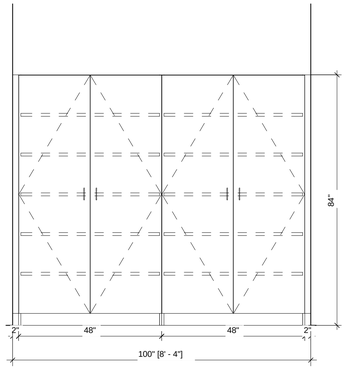
1 SCIENCE NR-506
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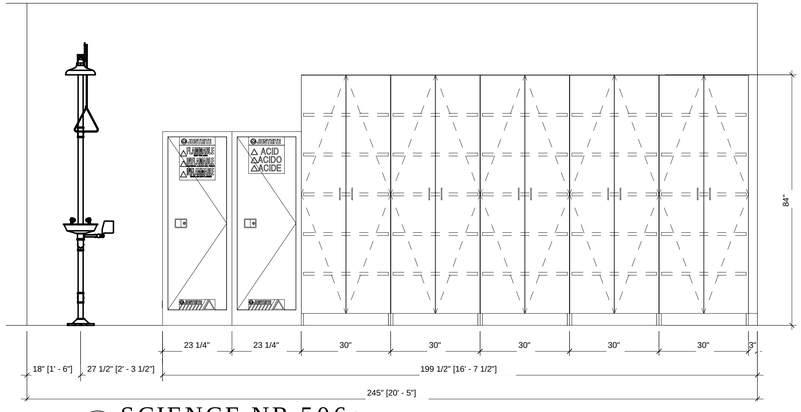
2 SCIENCE NR-506
SCALE: 1/2"=1'-0"



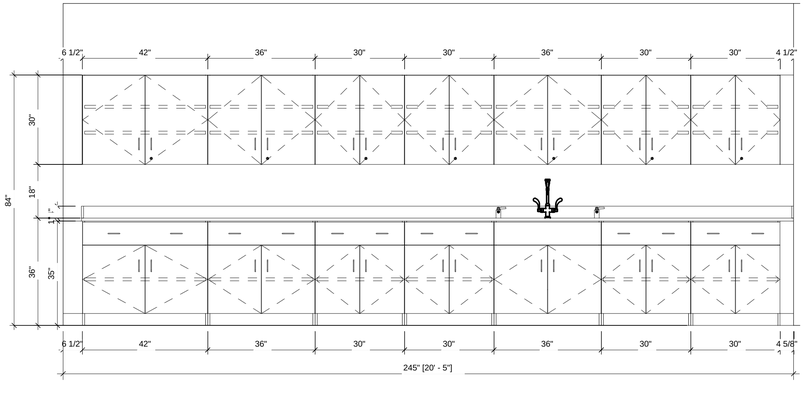
3 SCIENCE NR-506
SCALE: 1/2"=1'-0"



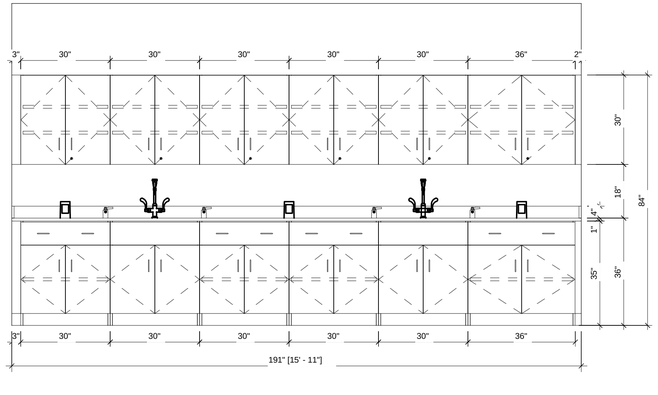
3A SCIENCE NR-506a
SCALE: 1/2"=1'-0"



4 SCIENCE NR-506a
SCALE: 1/2"=1'-0"



5 SCIENCE NR-506a
SCALE: 1/2"=1'-0"



6 SCIENCE NR-507
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBPLS FIRM REG. NUMBER 10087-01
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

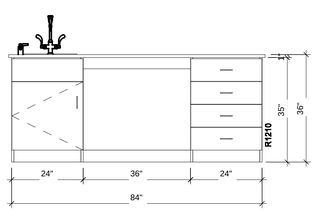
REGISTERED ARCHITECT
EDUARDO G. VELA
44401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-3526
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

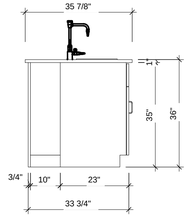
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

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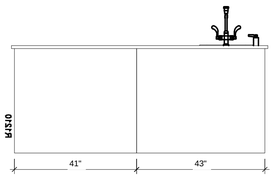
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A402



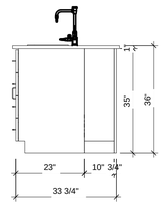
TYP.
6A INSTRUCTIONAL DESK
SCALE: 1/2"=1'-0"



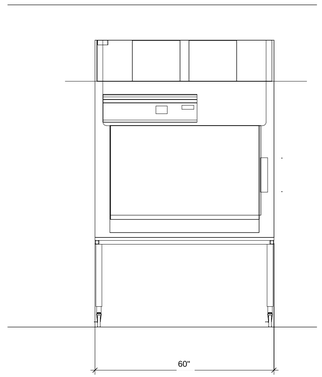
TYP.
6B INSTRUCTIONAL DESK
SCALE: 1/2"=1'-0"



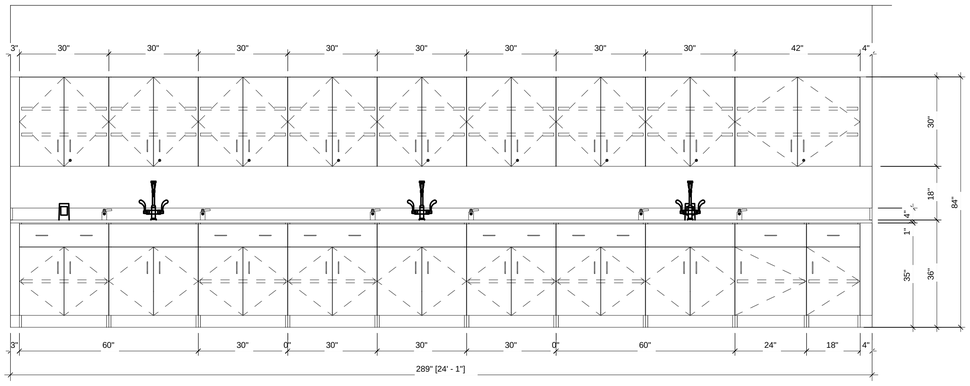
TYP.
6C INSTRUCTIONAL DESK
SCALE: 1/2"=1'-0"



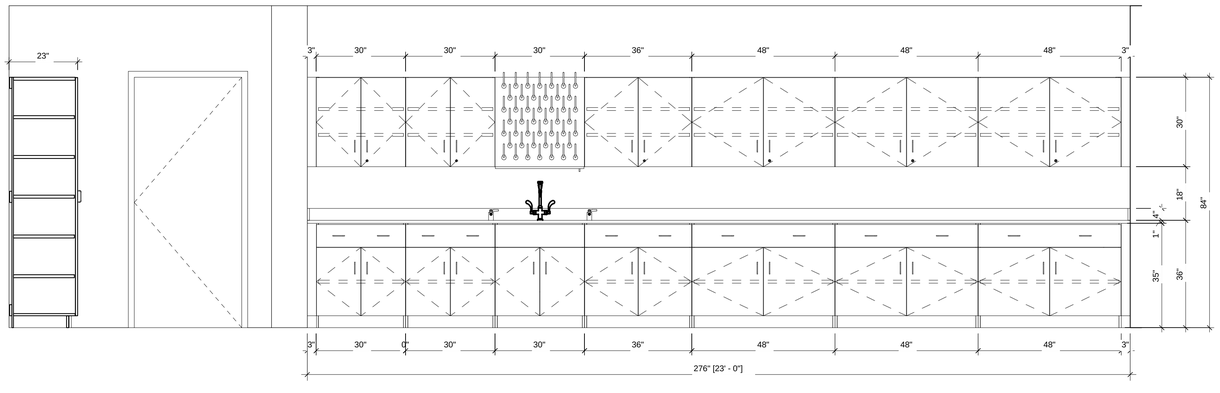
TYP.
6D INSTRUCTIONAL DESK
SCALE: 1/2"=1'-0"



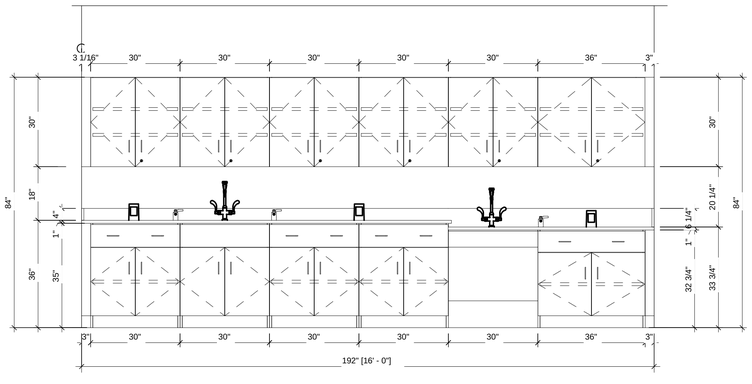
6E FUME HOOD
SCALE: 1/2"=1'-0"



7 SCIENCE NR-507
SCALE: 1/2"=1'-0"



7.1 PREP ROOM NR-507
SCALE: 1/2"=1'-0"



8 SCIENCE NR-507
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-13069
TBPLS FIRM REG. NUMBER 10194457
PH: (956) 687-4418
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McAllen, Texas 78504
www.chanmengineering.com

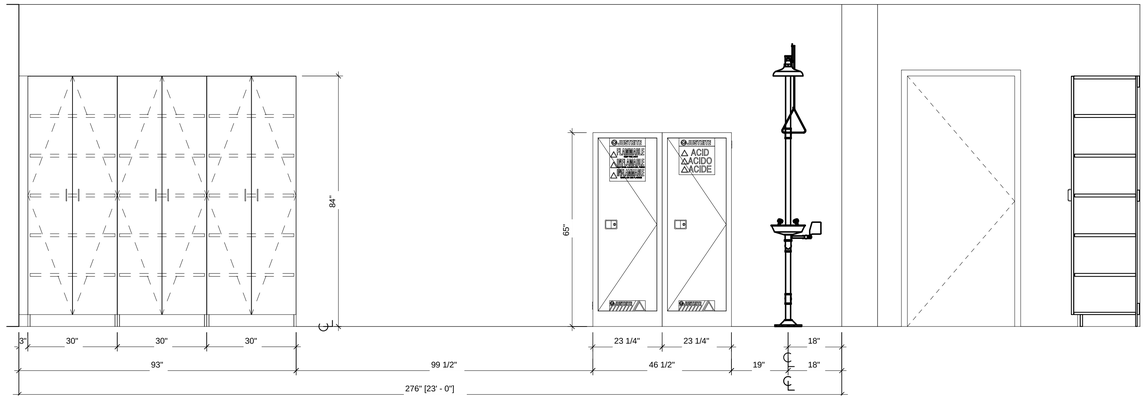
REGISTERED ARCHITECT
EDUARDO G. VELA
64401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

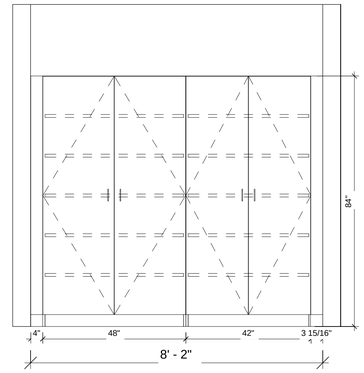
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.
DATE:
DRAWN BY:
CHECKED BY:
REVISION:

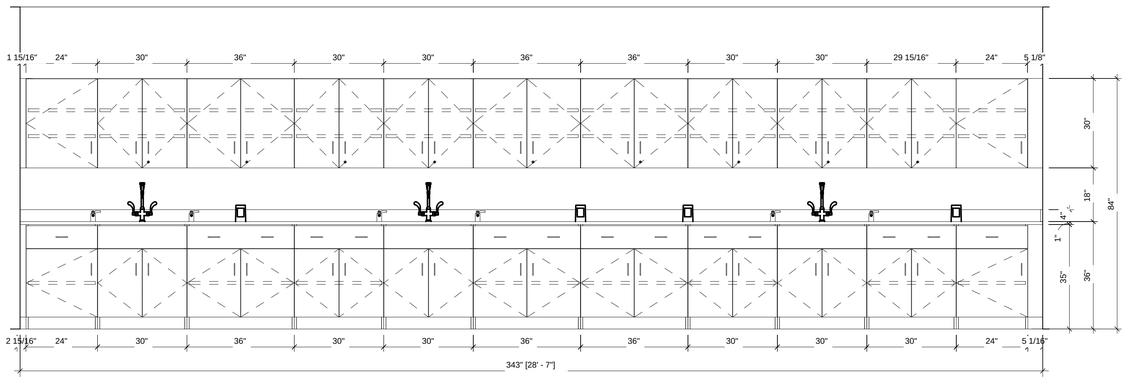
DRAWING NO:
A403



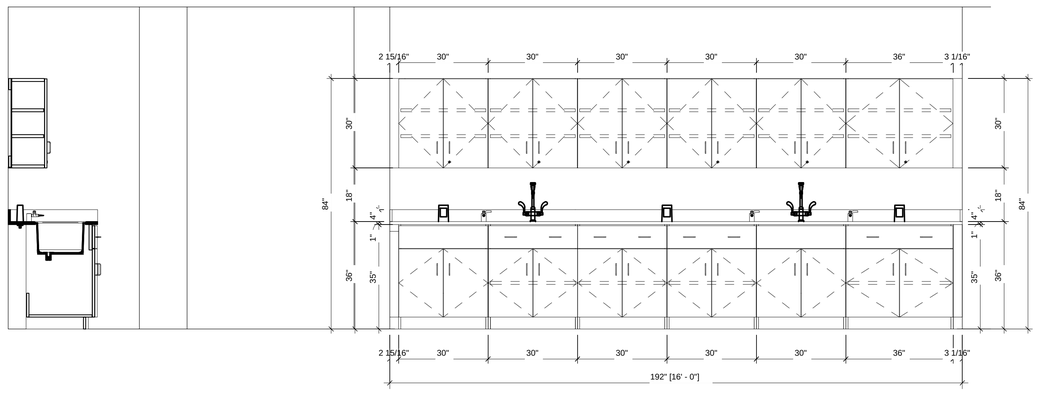
8.1 PREP ROOM NR-507
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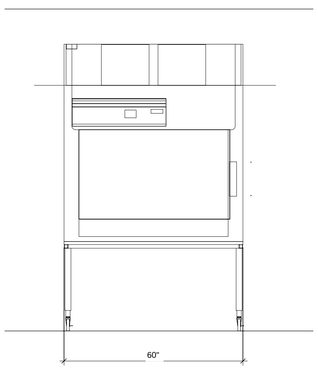
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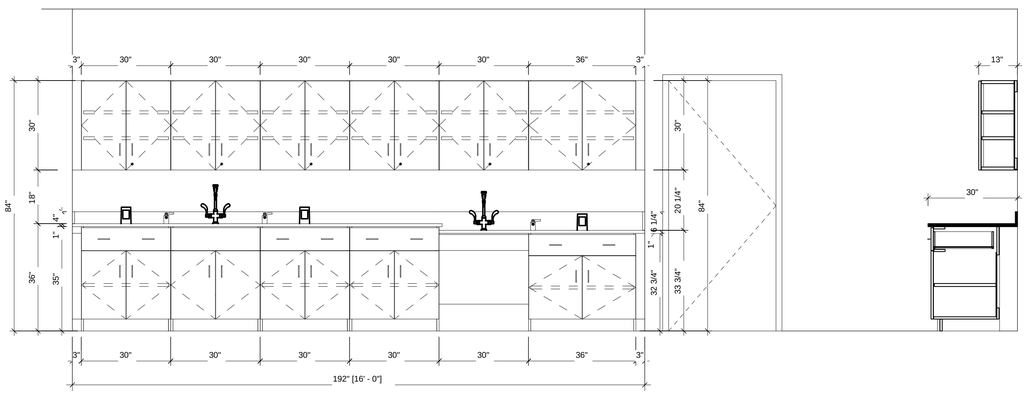
9 LAB NR-508
SCALE: 1/2"=1'-0"



10 LAB NR-508
SCALE: 1/2"=1'-0"



10A LAB NR-508
SCALE: 1/2"=1'-0"



11 LAB NR-508
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
PH: (956) 687-4451
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

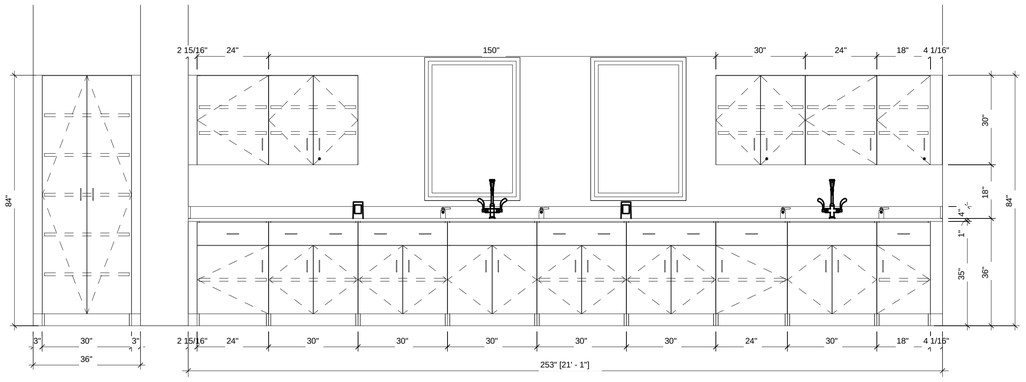
REGISTERED ARCHITECT CONRADO G. VELA 14401 STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

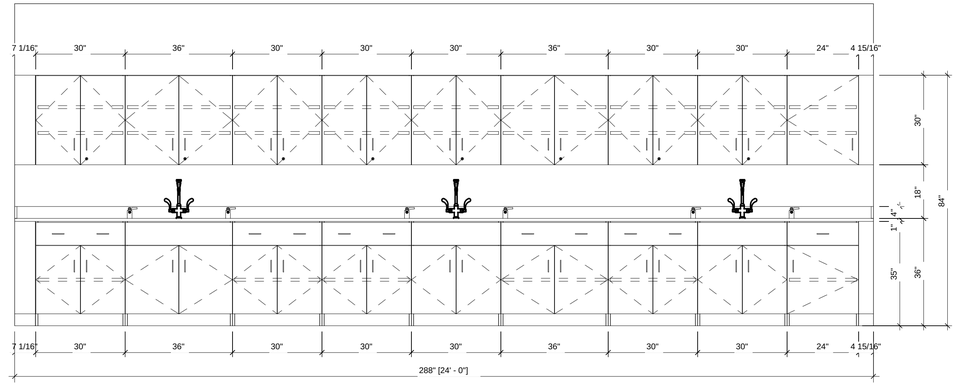
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.
DATE:
DRAWN BY:
CHECKED BY:
REVISION:

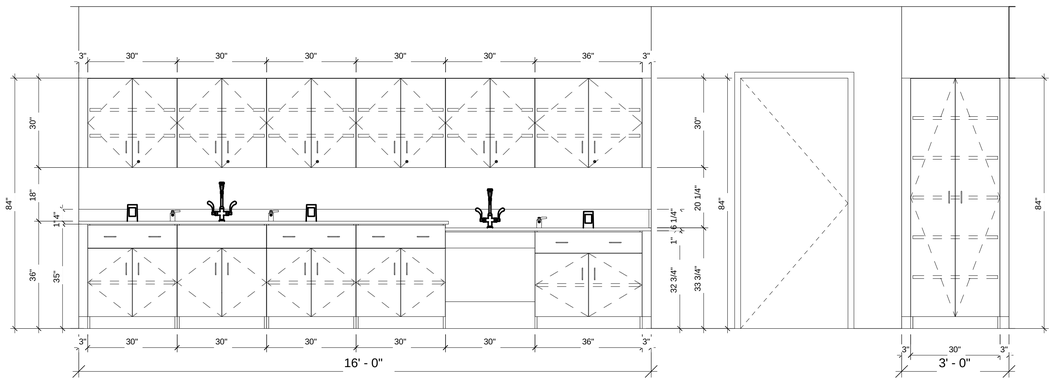
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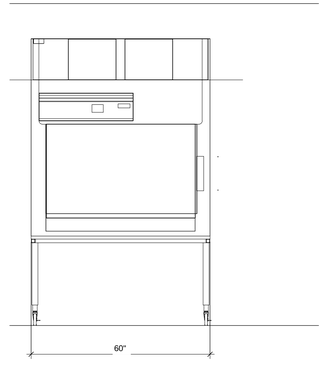
12 LAB NR-509
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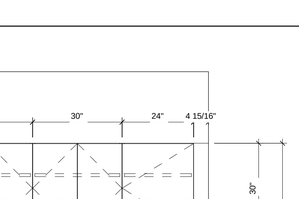
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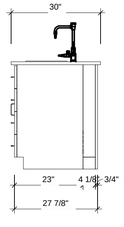
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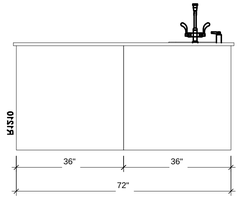
14A LAB NR-509
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14B LAB NR-509
SCALE: 1/2"=1'-0"



14C LAB NR-509
SCALE: 1/2"=1'-0"



14D LAB NR-509
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBPLS FIRM REG. NUMBER 10194404
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

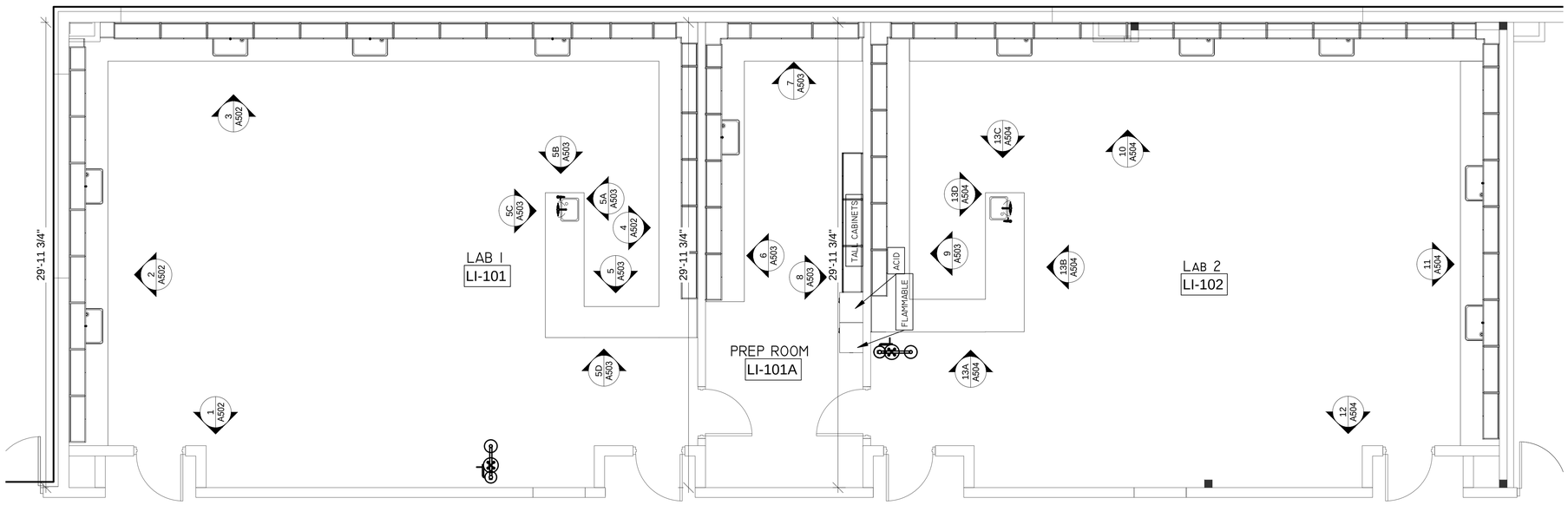
REGISTERED ARCHITECT
EDUARDO G. VELA
44401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-9726
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 2727
HIDALGO, TX. 78557

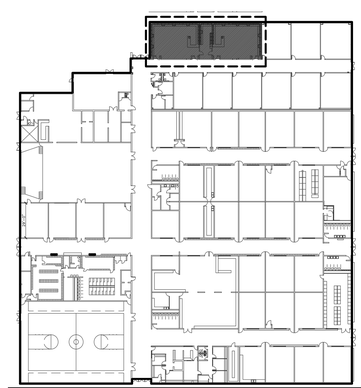
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.	
DATE:	
DRAWN BY:	
CHECKED BY:	
REVISION:	

DRAWING NO:
A405



N 1 FLOOR PLAN (ACHIEVE EARLY COLLEGE)
SCALE: 1/4"=1'-0"



KEY PLAN (ACHIEVE E.C.)

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3069
TBPLS FIRM REG. NUMBER 10194487
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

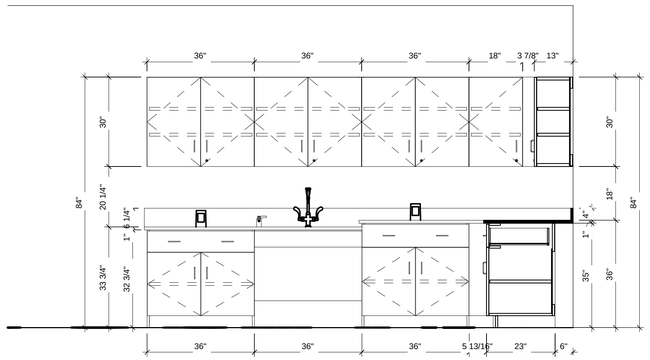
REGISTERED ARCHITECT
EDUARDO C. VELA
44401
STATE OF TEXAS
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-1500
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 2027
HIDALGO, TX 78557

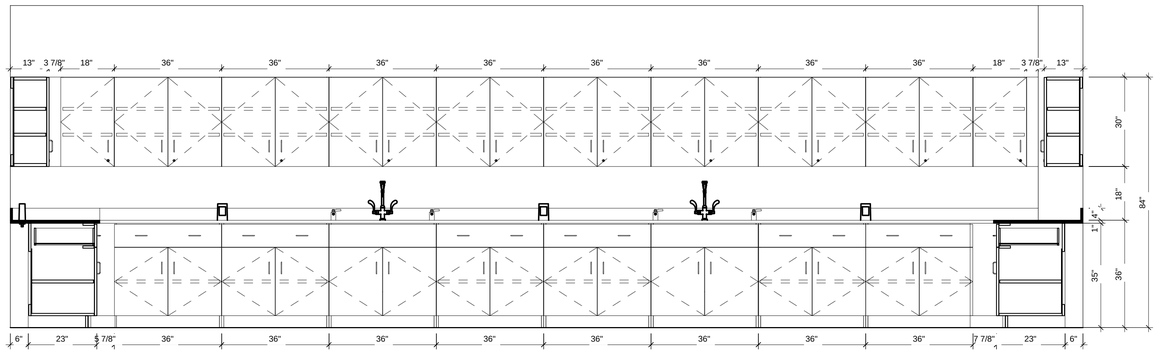
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

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CHECKED BY:	
REVISION:	

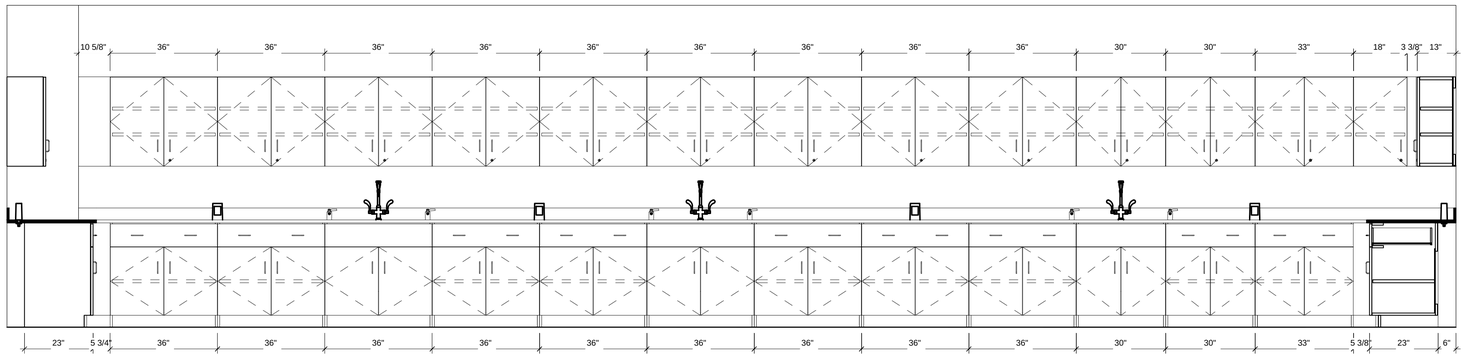
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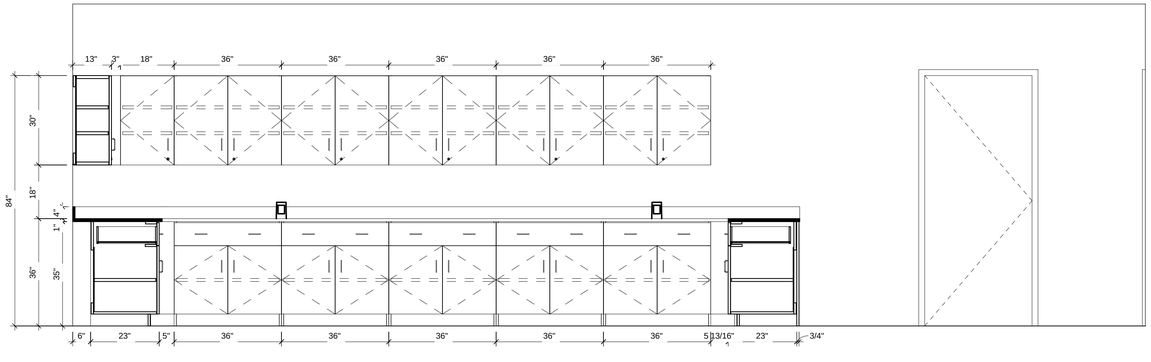
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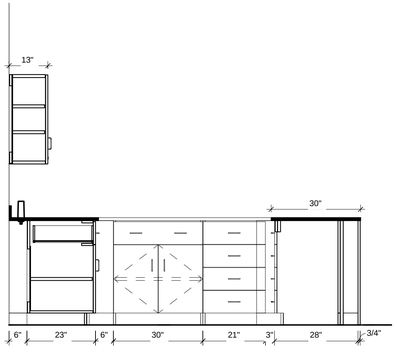
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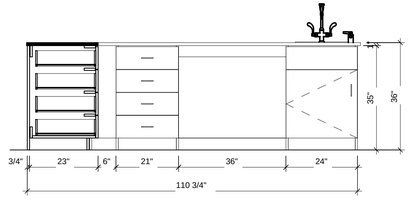
3 SCIENCE LI-101
SCALE: 1/2"=1'-0"



4 PREP ROOM NR-508
SCALE: 1/2"=1'-0"



5 PREP ROOM NR-50
SCALE: 1/2"=1'-0"



5A PREP ROOM NR-50
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBPLS FIRM REG. NUMBER 10194473
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chanimengineering.com

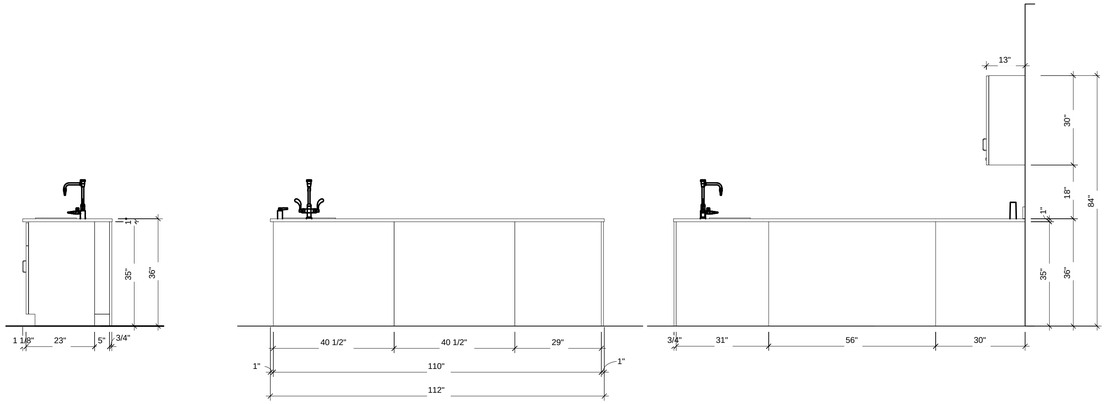
REGISTERED ARCHITECT ESTHER E. VELA 44401 STATE OF TEXAS
APR 23 2020

EEV ARCHITECTS, INC.
EEV ARCHITECTS, INC.
PH: (956) 843-9726
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 2237
HIDALGO, TX. 78557

PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.	
DATE:	
DRAWN BY:	
CHECKED BY:	
REVISION:	

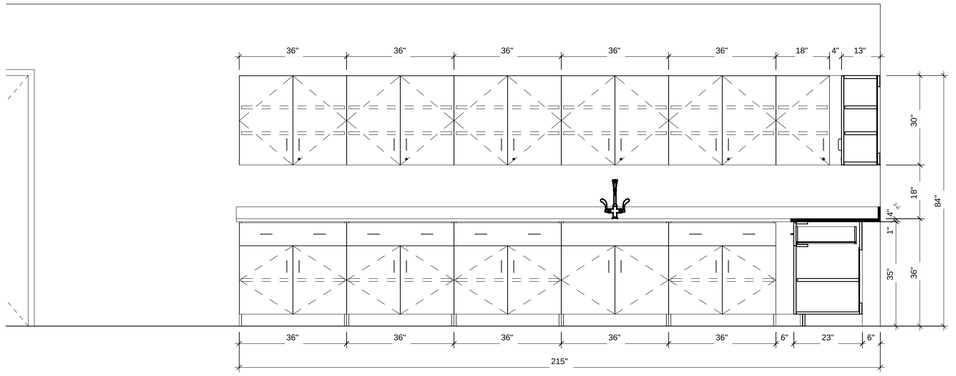
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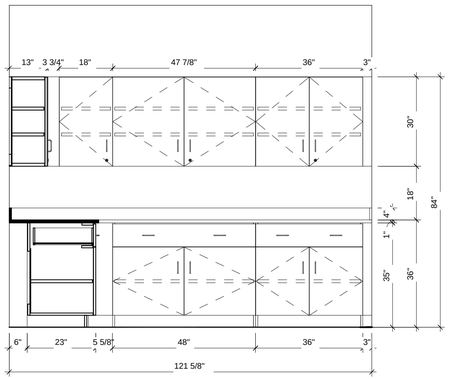
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5C SCIENCE LI-101
SCALE: 1/2"=1'-0"

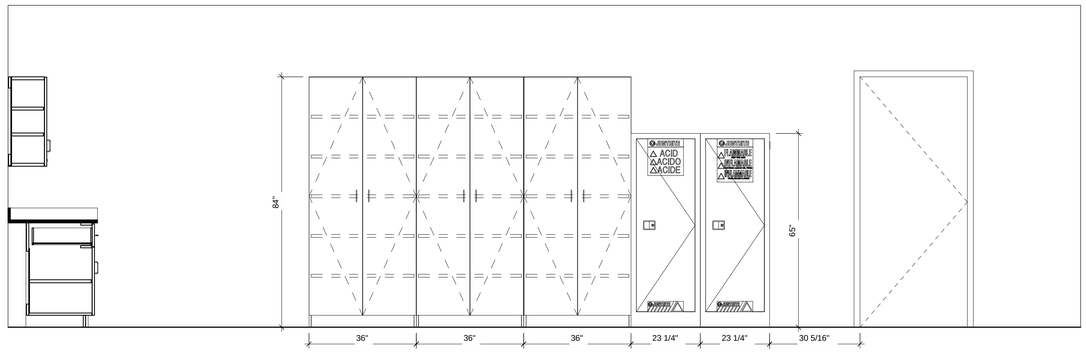
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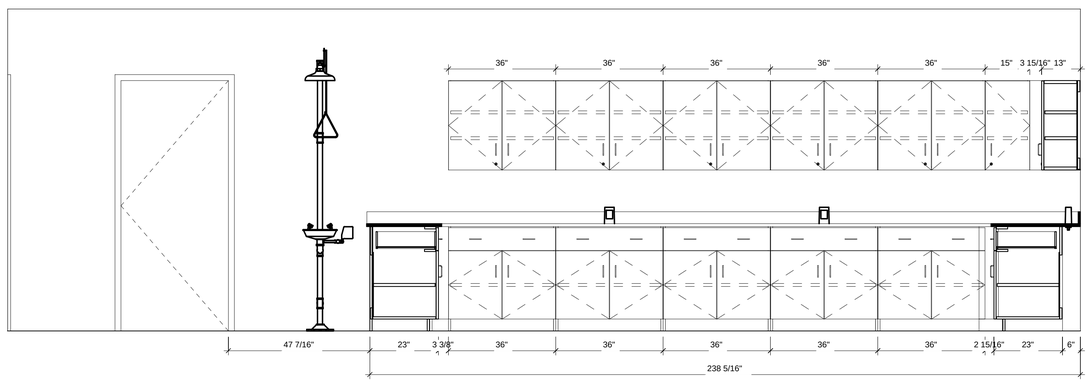
6 PREP LI-101A
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7 PREP LI-101A
SCALE: 1/2"=1'-0"



8 PREP LI-101A
SCALE: 1/2"=1'-0"



9 SCIENCE LI-102
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBPLS FIRM REG. NUMBER 10194377
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chanimengineering.com

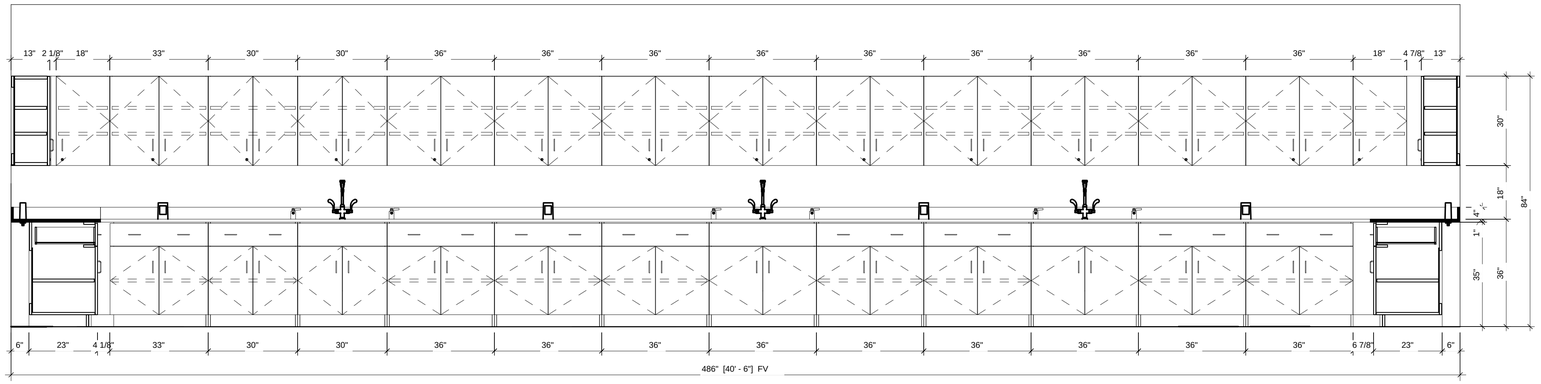
REGISTERED ARCHITECT
EDUARDO G. VELA
STATE OF TEXAS
24401
APR 23 2020

EGV ARCHITECTS, INC.
TEL: (956) 843-9726
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 2027
HIDALGO, TX. 78557

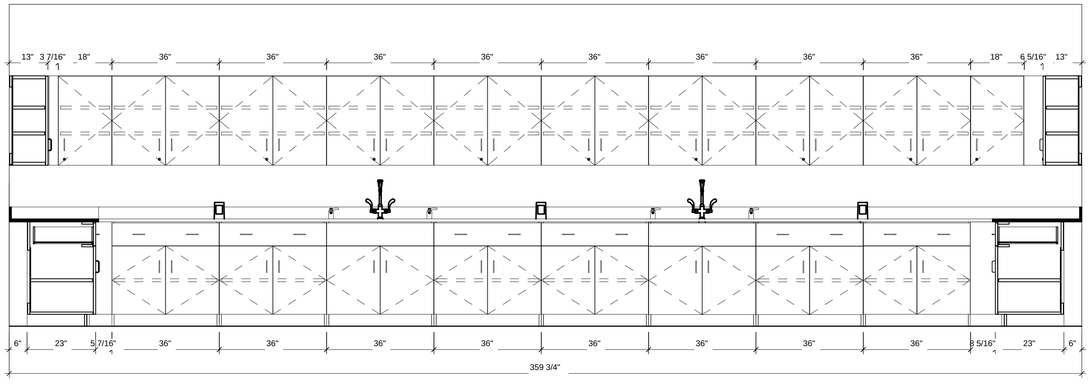
PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

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DATE:
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REVISION:

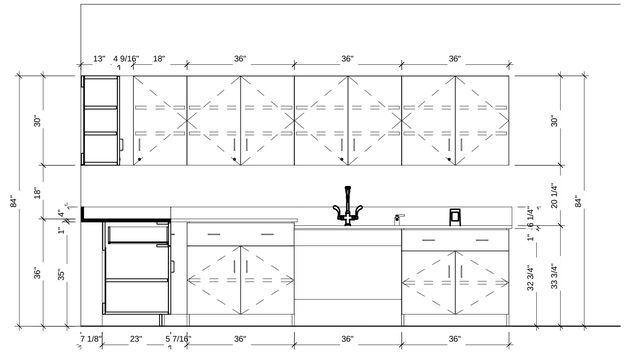
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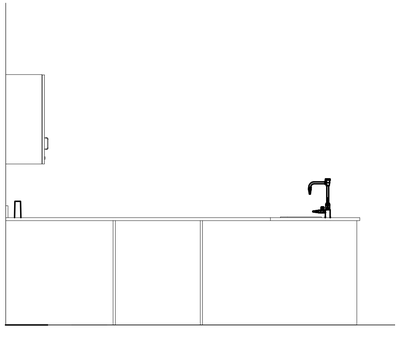
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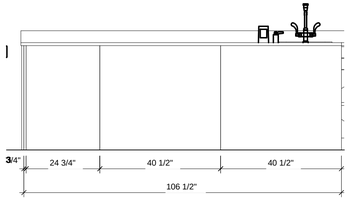
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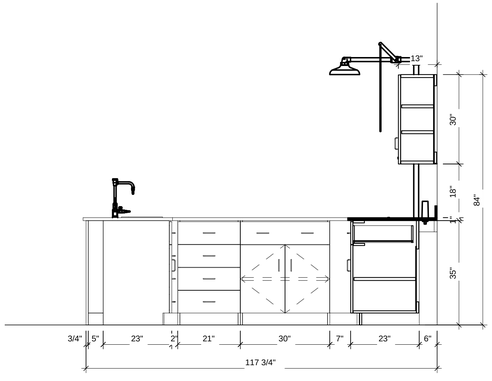
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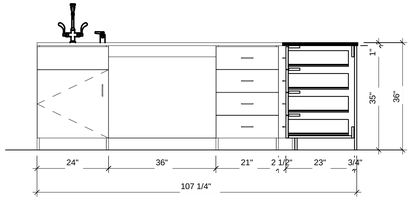
13A SCIENCE LI-102
SCALE: 1/2"=1'-0"



13B SCIENCE LI-102
SCALE: 1/2"=1'-0"



13C SCIENCE LI-102
SCALE: 1/2"=1'-0"



13D SCIENCE LI-102
SCALE: 1/2"=1'-0"

CHANIN ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-3969
TBPLS FIRM REG. NUMBER 10194472
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com

REGISTERED ARCHITECT
EDUARDO C. VELA
44401
STATE OF TEXAS
APR 23 2020

EVV ARCHITECTS, INC.
EDUARDO C. VELA
FAX: (956) 843-9726
220 S. BRIDGE STREET
P.O. BOX 227
HIDALGO, TX. 78557

PROJECT:
McALLEN ISD SCIENCE LABS INTERIOR RENOVATIONS FOR
Achieve Early College, Memorial HS, Lamar Academy, Nikki Rowe HS, McAllen HS
McAllen, Texas

JOB NO.	
DATE:	
DRAWN BY:	
CHECKED BY:	
REVISION:	

DRAWING NO:
A504

EXHIBIT B

Contractor's Fees

indeco sales

805 E. 4th Ave. • Belton, Texas 76513
800.692.4256 • www.indecosales.com

04/30/2020

McAllen ISD- Science Renovation Project 2020

Customer: McAllen ISD
Contact: Ruben Trevino, Executive Director for Facilities, Maintenance & Operations
(956) 632-3200
Contact: Carol Quintanilla, (956) 972-1123

DESCRIPTION:

Indeco Sales is a Buy Board Approved Vendor. We are pleased to provide the following Scope of Work for McAllen ISD. All material, deliveries and installations of Science Lab Renovation for Memorial HS, Lamar Academy, Nikki Rowe HS & McAllen HS and Achieve Early College.
This is a turn-key project. Installation will be coordinated with McAllen ISD School District representatives. Will include electrical and plumbing hook ups.

ASSURANCES:

Science Renovation Project- Installation June 1st- July 31st 2020
Phases 1-5:
Memorial HS
Lamar Academy
Nikki Rowe HS
McAllen HS
Achieve Early College HS

- Complete Science Lab, Prep Rooms, Teacher Demos and Portable Fume Hoods to match Architectural Renderings:
  A101
  A201-A205
  A301-A307
  A401-A405
  A501-A504

SECTION 123553.19
- All Laboratory Casework by Maco Mfg. to meet specifications on SECTION 123553.19

SECTION 123653
- Classic 1" Epoxy Resin Countertops by Durcon with 3/4" backsplash
- Epoxy Sinks and Countertops by Durcon
- Peg Boards and Drip Trays

SECTION 115313
- Labconco Ductless Fume Hoods, 60" model 6963501 or 72" model 3746714

SECTION
- Water fixtures with Vacuum Breaks by WaterSaver, Inc.
- Gas Needle Valves, single port by WaterSaver Inc.

indeco sales

805 E. 4th Ave. • Belton, Texas 76513
800.692.4256 • www.indecosales.com

EXCLUDED: The following are not included as part of the scope of work for Indeco Sales

- Safety Eye Wash and Shower (where applicable)
- -Excludes any miscellaneous mill-work not listed above including but not limited to window sills, railing, baseboards, vanities, closets etc.
- -Excludes built-in fume hood ducts and exhaust fan
- -Excludes Tax
- -Excludes in-wall blocking for cabinetry
- -Excludes any portion of construction not specifically listed in the list of Inclusions.

INSTALLATION:
All items listed on Inclusions list will be delivered, assembled and anchored/installed. Phases 1-5 are to be completed in conjunction with the general construction and build out of each campus.

LEAD-TIMES:
Project can be scheduled for delivery and installation approximately 6-8 weeks after the receipt of approvals and field check, colors and mutually acceptable start date.

PROJECT TOTAL:
Project Total: $676,749 (Six Hundred and Seventy Six Thousand Seven Hundred and Forty-Nine Dollars & 87/100) without contingency.

Project Total including Contingency: $801,749 (Eight Hundred and One Thousand Seven Hundred and Forty-Nine dollars & 00/100)

PAYMENTS:
Phases 1-5 will be billed at the completion of the project with Significant Completion having been attained and approved by the customer. Checks will be made payable to Indeco Sales, Inc. The final Invoice will be sent to the customer after completion of Phase 4 on a Net 30 basis.

Please contact Martin Pena II, Indeco Sales at 956-238-9107 to discuss anything outlined in this Scope of Work.

We sincerely appreciate the opportunity to do business with you and McAllen ISD.
We look forward to a successful project.

5-5-2020

Indeco Sales, Inc. Date
By: Martin Pena II
Title: Territory Account Manager

McAllen ISD Date
By:
Title:

Item #	Description	Vendor	Price	Part Number	UOM	Manufacturer	Quantity	Awarded	Deviations	Expires On	Deviation Notes
1	Achieve Early College – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	$89,246.00	A501	JOB	Indeco Sales	1	No	Yes	12/31/2020	N/A
2	Achieve Early College – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	$25,000.00	A501	LOT	Indeco Sales	1	No	Yes	12/31/2020	N/A
	Subtotal		$114,246.00								
3	McAllen High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	$177,928.00	A201	JOB	Indeco Sales	1	No	Yes	12/31/2020	N/A
4	McAllen High School – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	$25,000.00	A201	EA	Indeco Sales	1	No	Yes	12/31/2020	N/A
	Subtotal		$202,928.00								
5	“Nikki” Rowe High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	$170,934.00	A401	JOB	Indeco Sales	1	No	Yes	12/31/2020	N/A
6	“Nikki” Rowe High School – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	$25,000.00	A401	LOT	Indeco Sales	1	No	Yes	12/31/2020	N/A
	Subtotal		$195,934.00								
7	Memorial High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	$219,318.00	A301	JOB	Indeco Sales	1	No	Yes	12/31/2020	N/A
8	Memorial High School – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	$25,000.00	A301	LOT	Indeco Sales	1	No	Yes	12/31/2020	N/A
	Subtotal		$244,318.00								
9	Lamar Academy High School – Science Lab Renovation (Price to Include Material, Freight, Installation and Payment & Performance Bonds)	Indeco Sales, Inc.	$19,323.00	A101	LOT	Indeco Sales	1	No	Yes	12/31/2020	N/A
10	Lamar Academy High School – Science Lab Renovation - Allowance - $25,000.00	Indeco Sales, Inc.	$25,000.00	A101	LOT	Indeco Sales	1	No	Yes	12/31/2020	N/A
	Subtotal		$44,323.00								
			$801,749.00								

EXHIBIT C

Contractor's Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MILLER & CO INS AGENCY
331 Indian Trail, Ste 102
Harker Heights, TX 76548

CONTACT NAME:
PHONE (A/C, No, Ext): (254) 690-5000 FAX (A/C, No): (254) 690-1157
E-MAIL ADDRESS:

INSURED
INDECO SALES INC
805 E 4TH ST

BELTON, TX 76513
254-939-5742

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : BITUMINOUS CASUALTY INS	20095
INSURER B : TEXAS MUTUAL INS CO	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	CLP 3690603	02/01/20	02/01/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	CAP 3690601	02/01/20	02/01/21	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP 2818106	02/01/20	02/01/21	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	TSF-0001141130	02/01/20	02/01/21	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	EQUIPMENT			CLP 3690606	02/01/20	02/01/21		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NO: 2020-300 SCIENCE LAB RENOVATIONS
MCALLEN ISD IS INCLUDED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMP. WAIVER OF SUBROGATION APPLIES TO ALL POLICIES PER ATTACHED ENDORSEMENTS.30 DAY NOTICE OF CANCELLATION APPLIES. THIS INSURANCE SHALL BE PRIMARY AND NON-CONTRIBUTORY.

CERTIFICATE HOLDER

MCALLEN ISD
2000 NORTH 23RD ST
MCALLEN, TX 78501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Michael Miller

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POLICY NUMBER: CLP 3690603

COMMERCIAL GENERAL LIABILITY
CG 02 05 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event cf cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	**Name:** Any person or organization as evidenced by a certificate of insurance issued on the company's behalf by its licensed agent.
2.	**Address:**
3.	**Number of days advance notice:** 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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POLICY NUMBER: CAP 3690601

MANUSCRIPT ENDORSEMENT

CHANGES

It is hereby understood and agreed that in the event of cancellation, termination other than normal expiration, or material change in the policy, a 30 day advance written notice will be given to:

ANY PERSON OR ORGANIZATION AS EVIDENCED BY A CERTIFICATE OF INSURANCE ISSUED ON THE COMPANY'S BEHALF BY ITS LICENSED AGENT.

EXCEPTION: Cancellation by the insured or cancellation for non-payment of premium.

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Agent Copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on **03/08/2017 at 12:01 a.m.** standard time, forms a part of:

Policy No. 0001141130 of Texas Mutual Insurance Company effective on 02/01/2017

Endorsement No. 0002

Issued to: INDECO SALES INC

Premium: $0.00

NCCI Carrier Code: 29939

Authorized Representative

04/03/2017

PO Box 12058, Austin, TX 78711-2058
(800) 859-5995 | Fax (800) 359-0650 | texasmutual.com

POLICY NUMBER: CAP 3690601

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all the provisions and limitations of this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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MANUSCRIPT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY. SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" CAUSED IN WHOLE OR IN PART. BY:

1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF;

IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED.

A PERSON'S OR ORGANIZATION STATUS AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ENDS WHEN YOUR OPERATIONS FOR THAT ADDITIONAL INSURED ARE COMPLETED.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSUREDS, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY:

THE INSURANCE DOES NOT APPLY TO:

1. "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISING OUT OF THE RENDERING OF, OR THE FAILURE TO RENDER, ANY PROFESSIONAL ARCHITECTURAL, ENGINEERING OR SURVEYING SERVICES, INCLUDING:

A. THE PREPARING, APPROVING, OR FAILING TO PREPARE OR APPROVE, MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS, CHANGE ORDERS OR DRAWINGS AND SPECIFICATIONS; OR

B. SUPERVISORY, INSPECTION, ARCHITECTURAL OR ENGINEERING ACTIVITIES.

MANUSCRIPT ENDORSEMENT

2. "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURRING AFTER:

A. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED; OR

B. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS EXCESS OF ALL OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED, WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS, UNLESS THE WRITTEN CONTRACT REQUIRING THE ADDITIONAL INSURED COVERAGE ALSO REQUIRES THIS INSURANCE TO BE PRIMARY. IN THAT EVENT, THIS INSURANCE WILL BE PRIMARY RELATIVE TO THE INSURANCE POLICY(S) WHICH DESIGNATED THE ADDITIONAL INSURED AS A NAMED INSURED IN THE DECLARATIONS AND WE WILL NOT REQUIRE CONTRIBUTION FROM SUCH INSURANCE IF THE WRITTEN CONTRACT ALSO REQUIRES THAT THIS INSURANCE BE NON-CONTRIBUTORY. BUT WITH RESPECT TO ALL OTHER INSURANCE UNDER WHICH THE ADDITIONAL INSURED QUALIFIES AS AN INSURED OR ADDITIONAL INSURED, THIS INSURANCE WILL BE EXCESS.

Policy # CLP 3690603

MANUSCRIPT ENDORSEMENT

IT IS AGREED THAT IN CONSIDERATION OF A PREMIUM AMOUNT ALREADY CHARGED, EFFECTIVE 02/01/16. MANUSCRIPT ENDORSEMENT IS AMENDED TO READ AS FOLLOWS:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):	LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS
ANY PERSON OR ORGANIZATION WHO IS REQUIRED BY WRITTEN CONTRACT TO BE AN ADDITIONAL INSURED ON YOUR POLICY FOR "YOUR WORK".	ALL WORK AT ALL PROJECTS FOR ANY PERSON OR ORGANIZATION WHO IS REQUIRED BY WRITTEN CONTRACT TO BE AN ADDITIONAL INSURED ON YOUR POLICY FOR YOUR WORK".

SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED ANY PERSON(S) OR ORGANIZATION(S)SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS EXCESS OF ALL OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED, WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS, UNLESS THE WRITTEN CONTRACT REQUIRING THE ADDITIONAL INSURED COVERAGE ALSO REQUIRES THIS INSURANCE TO BE PRIMARY. IN THAT EVENT, THIS INSURANCE WILL BE PRIMARY RELATIVE TO INSURANCE POLICY(S) WHICH DESIGNATES THE ADDITIONAL INSURED AS A NAMED INSURED IN THE DECLARATIONS AND WE WILL NOT REQUIRE CONTRIBUTION FROM SUCH INSURANCE IF THE WRITTEN CONTRACT ALSO REQUIRES THAT THIS INSURANCE BE NON-CONTRIBUTORY. BUT WITH RESPECT TO ALL OTHER INSURANCE UNDER WHICH THE ADDITIONAL INSURED QUALIFIES AS AN INSURED OR ADDITIONAL INSURED, THIS INSURANCE WILL BE EXCESS.

Policy # CLP 3690603

MANUSCRIPT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY. SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" CAUSED IN WHOLE OR IN PART. BY:

1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF;

IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED.

A PERSON'S OR ORGANIZATION STATUS AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ENDS WHEN YOUR OPERATIONS FOR THAT ADDITIONAL INSURED ARE COMPLETED.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSUREDS, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY:

THE INSURANCE DOES NOT APPLY TO:

1. "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISING OUT OF THE RENDERING OF, OR THE FAILURE TO RENDER, ANY PROFESSIONAL ARCHITECTURAL, ENGINEERING OR SURVEYING SERVICES, INCLUDING:

A. THE PREPARING, APPROVING, OR FAILING TO PREPARE OR APPROVE, MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS, CHANGE ORDERS OR DRAWINGS AND SPECIFICATIONS; OR

B. SUPERVISORY, INSPECTION, ARCHITECTURAL OR ENGINEERING ACTIVITIES.

MANUSCRIPT ENDORSEMENT

THE COVERAGE PROVIDED HEREIN WILL BE PRIMARY OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO THE ADDITIONAL INSURED(S). WE AGREE NOT TO SEEK CONTRIBUTION FROM SUCH OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED(S).

Policy # CLP 3690603

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUFACTURERS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is an index of changes by title. Limitations or exclusions may apply. Please read carefully.

1. Broad Form Named Insured
2. Bodily Injury Extension
3. Employees As Insureds – Health Care Services
4. Nonowned Watercraft Liability
5. Liberalization
6. Chartered Aircraft
7. Coverage Territory Broadened
8. Medical Payments Increased Limits
9. Expanded Expected or Intended Exception
10. Property Perils - Legal Liability
11. Broadened Supplementary Payments
12. Extended Notice of Cancellation, Nonrenewal
13. Unintentional Failure To Disclose Hazards
14. Personal and Advertising Injury – Contractual Coverage
15. Nonemployment Discrimination
16. Broadened Conditions
17. Property Damage To The Named Insured's Work
18. Per Location General Aggregate Limits
19. Automatic Waiver of Subrogation
20. Automatic Additional Insured Coverage - Vendors
21. Automatic Additional Insured – Managers or Lessors of Premises
22. Automatic Additional Insured – Equipment Leases

1. BROAD FORM NAMED INSURED

SECTION II - WHO IS AN INSURED , Paragraph **3** is deleted and replaced by the following:

4. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier;

b. **Coverage A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;

c. **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. **BODILY INJURY EXTENSION**

SECTION V - DEFINITIONS , Paragraph **3**, is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

3. **EMPLOYEES AS INSUREDS - HEALTH CARE SERVICES**

SECTION II - WHO IS AN INSURED , Item **2.a.(1)(d)** is deleted.

4. **NONOWNED WATERCRAFT LIABILITY**

SECTION I - COVERAGES, COVERAGE A, 2. EXCLUSIONS , Item **g.(2)** is replaced with:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

5. **LIBERALIZATION**

SECTION IV - CONDITIONS , is amended to include:

10. Liberalization

If we adopt a change in our forms or rules which would broaden the coverage of this policy without an additional premium charge, the broader coverage will apply. This extension is effective upon the approval of such broader coverage in your state of domicile.

6. **CHARTERED AIRCRAFT**

SECTION I - COVERAGES, Coverage A, Exclusions , Item **2.g.(6)** is added:

(6) An aircraft in which you have no ownership interest and that you have chartered with crew.

7. **COVERAGE TERRITORY BROADENED**

SECTION V - DEFINITIONS , Item **4.a.** is replaced with:

a. The United States of America (including its territories and possessions), Canada, Bermuda, the Bahamas, the Cayman Islands, British Virgin Islands and Puerto Rico.

8. **MEDICAL PAYMENTS - INCREASED LIMITS**

Unless **COVERAGE C. - MEDICAL PAYMENTS** is excluded from this policy:

SECTION I - COVERAGES, Coverage C, Insuring Agreement , Item **c.** is added:

c. The medical expense limit provided by this policy shall be the greater of:

(1) $10,000; or

(2) The amount shown in the Declarations.

9. **EXPANDED, EXPECTED or INTENDED EXCEPTION**

SECTION I - COVERAGES, 2. Exclusions Item **a.** is amended as follows:

a. Expected or Intended Injury - "bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

10. **PROPERTY PERILS LEGAL LIABILITY**

If coverage for Damage to Premises Rented To You of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is not excluded, the following amendment is applicable:

SECTION I – COVERAGES A, 2. Exclusions , the last paragraph is replaced with:

1. Exclusions **c.** through **n.** do not apply to damage caused by fire, explosion, smoke, water damage, sprinkler leakage, or lightning to premises while rented to you or temporally occupied by you with the permission of the owner.

   A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE** .

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Rupture, bursting, or operation of pressure relief devices;

   b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

   c. Explosion of steam boilers, steam pipes, steam engines or steam turbines

LIMITS OF INSURANCE – SECTION III Part **6.** is deleted and replaced by the following:

Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, smoke, water damage, sprinkler leakage, or lightning while rented to you or temporarily occupied by you with permission of the owner. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence" whether such damage results from fire, explosion. smoke, water damage, sprinkler leakage, or lightning or any combination of these.

The Damage To Premises Rented To You limit provided by this policy shall be the greater of:

1. $300,000 or

2. The amount shown in the Declarations.

SECTION V - DEFINITIONS – Insured Contract part **a.** is amended as follows:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, smoke, water damage, sprinkler leakage, or lightning to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

11. **BROADENED SUPPLEMENTARY PAYMENTS**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - Coverages A and **B**, Items **1.b.** and **1.d.** are replaced with:

1.b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

12. **EXTENDED NOTICE OF CANCELLATION, NONRENEWAL**

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9.a.** above.

13. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

15. **NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

23. "Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

16. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** are deleted and replaced with the following:

2. Duties in the event of an occurrence, claim or suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b.,** and **2.c.**. However, you shall give written notice of this "occurrence" to us as soon you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

17. **PROPERTY DAMAGE TO THE NAMED INSURED'S WORK**

Exclusion l of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion also does not apply to loss up to $50,000 if the damaged work and the work out of which the damage arises was performed by you.

18. **PER LOCATION GENERAL AGGREGATE LIMITS**

This modifies **SECTION III - LIMITS OF INSURANCE** .

A. For all sums which can be attributed only to operations at a single "location" for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A,** and for all medical expenses caused by accidents under **SECTION I - COVERAGE C:**

1. A separate Per Location General Aggregate Limit applies to each "location," and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location General Aggregate Limit for that "location." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Location General Aggregate Limit for any other "location."

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location General Aggregate Limit.

B. For all sums which cannot be attributed only to operations at a single "location" for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A,** and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Per Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location General Aggregate Limit.

D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

19. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation.

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

20. AUTOMATIC ADDITIONAL INSURED COVERAGE – VENDORS

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor), with whom you agree in a written contract or written agreement prior to any loss that such person(s) or organization(s) be added as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to:

a. Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Any of "your products" excluded for the "products-completed operations hazard."

c. Any vendor specifically named in the policy as an additional insured.

3. The Limits of Insurance applicable to the vendor under this endorsement are the minimum limits specified in the written contract or agreement requiring the coverage, or as stated in **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, whichever is less. These limits are inclusive of and not in addition to the Limits of Insurance described in **SECTION III** of that form.

21. AUTOMATIC ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you agree in a written contract or written agreement prior to any loss that such person(s) or organization(s) be added as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

3. Any premises specifically excluded.

4. Any liability arising out of the sole negligence of the additional insured.

The Limits of Insurance applicable are the minimum limits specified in the written contract or agreement requiring the coverage, or as stated in **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, whichever is less. These limits are inclusive of and not in addition to the Limits of Insurance described in **SECTION III** of that form.

The insurance provided to the additional insured will be excess over any other valid and collectable insurance available to the additional insured unless the written contract or written agreement requires this insurance to be primary or noncontributory.

22. AUTOMATIC ADDITIONAL INSURED - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability arising out of the maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

   a. Property owned, used or occupied by or rented to the additional insured; or

   b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

The Limits of Insurance applicable are the minimum limits specified in the written contract or agreement requiring the coverage, or as stated in **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, whichever is less. These limits are inclusive of and not in addition to the Limits of Insurance described in **SECTION III** of that form.

The insurance provided to the additional insured will be excess over any other valid and collectable insurance available to the additional insured unless the written equipment lease or rental agreement requires this insurance to be primary or noncontributory.

POLICY NUMBER: CAP 3690601

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
"Any person or organization for whom the named insured is operating under written contract when such contract requires a waiver of subrogation."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Texas Mutual® Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 B

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

   The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001141130 of the Texas Mutual Insurance Company

Issued to INDECO SALES INC

Endorsement No.

Premium $

NCCI Carrier Code 29939

Authorized Representative

AGENT'S COPY QUSER

Policy # CUP 2818106

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The **Transfer of Rights of Recovery Against Others to Us** Condition 16. of **SECTION V** is amended by the addition of the following:

If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

EXHIBIT D

Payment and Performance Bonds

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Final Payment to Innovaera, Inc. dba SuperNova on Competitive Sealed Proposal No. 2018-208 - Dr. Rodney D. Cathey Middle School and Michael E. Fossum Middle School New Surveillance Camera Systems

REFERENCE: Goal 3: Facility Priorities, Strategy 3: Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On May 13, 2019, the Board of Trustees approved CSP 2018-208 - Dr. Rodney D. Cathey Middle School and Michael E. Fossum Middle School New Surveillance Camera Systems.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is recommending approval of final payment on CSP 2018-208 - Dr. Rodney D. Cathey Middle School and Michael E. Fossum Middle School New Surveillance Camera Systems.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

Funds have been budgeted in the 199 General Fund, One-Time Projects (1P), through the Tax Ratification Election (TRE)

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to Innovaera, Inc. dba SuperNova in the amount of $24,378.70 for CSP 2018-208 - Dr. Rodney D. Cathey Middle School and Michael E. Fossum Middle School New Surveillance Camera Systems.

SUBMITTED BY: _____ **SUPERVISOR:** Arely Benavides (May 6, 2020)

For further information contact:
Name: Ruben D. Trevino
Office: (956) 661-6887
eMail: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

APPROVED FOR PAYMENT
Melissa Ortiz (Apr 30, 2020) Apr 30, 2020
Signature Date
May 1, 2020
Signature Date
Signature Date

Subcontractor's Application for Payment

TO: McALLEN ISD

FROM: SuperNova

ADDRESS: PO BOX 4347 CITY McAllen STATE Texas ZIP 78502-4347

PROJECT DR. RODNEY D CATHEY AND MICHAEL E. FOSSUM MIDDLE SCHOOLS SURVEILLANCE CAMERA SYSTEMS

PAYMENT REQUEST NO. 2771- 06 SUBCONTRACT NO.: P2004600

PERIOD March 15, 2020 to April 14, 2020

STATEMENT OF CONTRACT ACCOUNT:

1	Original Contract Amount		$ 244,500.00
2.	Approved Change Orders (Net) (Add / Deduct)		$ -
3	Adjusted Contract Amount		$ 244,500.00
4.	Value of Work Completed to Date (As per attached breakdown)	100.0%	$ 243,787.00
5	Value of Approved Change Orders Completed to Date:	0.0%	$ -
6.	Materials Stored on Site: (As per attached breakdown)		$ -
7.	**Total to Date**		$ 243,787.00
8.	Less Amount Retained	(0%)	$ -
9.	Total Less Retainage		$ 243,787.00
10.	Total Previously Certified (Deduct)		$ 219,408.30
11	**AMOUNT DUE THIS REQUEST**		$ 24,378.70

CERTIFICATE OF THE SUBCONTRACTOR:

04/29/20

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and McALLEN ISD relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract.

Furthermore in consideration of the payments received, and upon receipt of the amount of this request, the undersigned does hereby waive release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described except for claims or right of lien for contract and or change order work performed to extent that payment is being retained or will subsequently become due.

State of Texas County of Hidalgo

Date April 9, 2020 SuperNova
SUBCONTRACTOR

Subscribed and sworn before me th s 9 day of April 2020

BY

Carlos Alain Mendoza

Notary Public

Name: Alain Gomez Title: ADMIN

My Commiss pires on Ex 04/22/2023

GIELA M. TAGLE
Notary Public, State of Texas
Comm. Exp. 04-22-2023
Not. 12506415-9

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **7**
APPLICATION DATE: **April 6, 2020**
PERIOD TO: **April 14, 2020**
PROJECT NO: **P2004600**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD					
	DR. RODNEY D CATHEY AND MICHAEL E. FOSSUM MIDDLE SCHOOLS SURVEILLANCE CAMERA SYSTEMS								
	McAllen ISD - Fossum	$ -	$ -	$ -	$ -	$ -		$ -	$ -
1	Structured Cabling Materials	$ 6,040.44	$ 6,040.44	$ -	$ -	$ 6,040.44	100%	$ -	$ -
2	Structured Cabling Labor	$ 5,799.65	$ 5,799.65	$ -	$ -	$ 5,799.65	100%	$ -	$ -
3	Video Surveillance Materials	$ 48,464.14	$ 48,464.14	$ -	$ -	$ 48,464.14	100%	$ -	$ -
4	Video Surveillance Labor	$ 5,898.95	$ 5,898.95	$ -	$ -	$ 5,898.95	100%	$ -	$ -
5	Cabinets Materials	$ 10,115.00	$ 10,115.00	$ -	$ -	$ 10,115.00	100%	$ -	$ -
6	Cabinets Labor	$ 7,904.41	$ 7,904.41	$ -	$ -	$ 7,904.41	100%	$ -	$ -
7	Server Materials	$ 12,668.00	$ 12,668.00	$ -	$ -	$ 12,668.00	100%	$ -	$ -
8	Server Labor	$ 3,504.41	$ 3,504.41	$ -	$ -	$ 3,504.41	100%	$ -	$ -
9	Performance & Payment Bond	$ 3,105.00	$ 3,105.00	$ -	$ -	$ 3,105.00	100%	$ -	$ -
	McAllen ISD - Dr. Rodney D Cathey	$ -	$ -	$ -	$ -	$ -		$ -	$ -
1	Structured Cabling Materials	$ 6,097.55	$ 6,097.55	$ -	$ -	$ 6,097.55	100%	$ -	$ -
2	Structured Cabling Labor	$ 4,864.21	$ 4,864.21	$ -	$ -	$ 4,864.21	100%	$ (0.00)	$ -
3	Video Surveillance Materials	$ 57,193.52	$ 57,193.52	$ -	$ -	$ 57,193.52	100%	$ (0.00)	$ -
4	Video Surveillance Labor	$ 5,286.11	$ 5,286.11	$ -	$ -	$ 5,286.11	100%	$ (0.00)	$ -
5	Cabinets Materials	$ 10,115.00	$ 10,115.00	$ -	$ -	$ 10,115.00	100%	$ -	$ -
6	Cabinets Labor	$ 7,045.61	$ 7,045.61	$ -	$ -	$ 7,045.61	100%	$ (0.00)	$ -
7	Server Materials	$ 12,668.00	$ 12,668.00	$ -	$ -	$ 12,668.00	100%	$ -	$ -
8	Server Labor	$ 4,400.00	$ 4,400.00	$ -	$ -	$ 4,400.00	100%	$ -	$ -
9	Performance & Payment Bond	$ 3,330.00	$ 3,330.00	$ -	$ -	$ 3,330.00	100%	$ -	$ -
	Contingency Cost	$ -	$ -	$ -	$ -	$ -		$ -	$ -
1	VMS Software	$ 15,505.00	$ 15,505.00	$ -	$ -	$ 15,505.00	100%	$ -	$ -
2	Patch Cords Fossum Middle School	$ 898.37	$ 898.37	$ -	$ -	$ 898.37	100%	$ -	$ -
3	Patch Cords Cathey Middle School	$ 696.63	$ 696.63	$ -	$ -	$ 696.63	100%	$ -	$ -
4	Cathey Allowance Expenditure #3	$ 6,240.77	$ 6,240.77	$ -	$ -	$ 6,240.77	100%	$ -	$ -
	See estimate 5225R1 for details.								
5	Fossum Allowance Expenditure #3	$ 5,946.23	$ 5,946.23	$ -	$ -	$ 5,946.23	100%	$ -	$ -
	See estimate 5226R1 for details.								
6	Balance Contingency Cost	$ 713.00	$ -	$ -	$ -	$ -		$ 713.00	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
	TOTALS	**$ 244,500.0**	**$ 243,787.00**	**$ -**	**$ -**	**$ 243,787.00**	**100%**	**$ 713.0**	**$ -**

InnovaEra Inc DBA Supernova

PO BOX 4347
McAllen, TX 78502

Phone/Fax (956) 685-5329

Invoice

Date	Invoice #
4/6/2020	4649

Bill To

McAllen ISD
Accounts Payable
2000 N. 23th
McAllen TX. 78501

Ship To

McAllen ISD I Purchasing Services
4309 Warrior Drive, Building C
McAllen, TX 78501.

LICENSED BY THE TEXAS PRIVATE SECURITY BUREAU. License # B15604

P.O. No.	Terms	Due Date	Account #	Project
P2004600	Net 30	5/1/2020		

Description	Qty	Rate	Amount
DR. RODNEY D. CATHEY AND MICHAEL E. FOSSUM MIDDLE SCHOOLS SURVEILLANCE CAMERA SYSTEMS - APRIL 2020 - RETAINAGE BILL.			
Payment application #7.		24,378.70	24,378.70
Sales Tax		8.25%	0.00

Thank you for your business.

Total	$24,378.70
Payments/Credits	$0.00
Balance Due	$24,378.70

Please submit your payment to:
InnovaEra Inc DBA Supernova
PO BOX 4347
McAllen, TX. 78502-4347
Phone: (956) 685-5329
abrylr@supernovastore.com

www.supernovastore.com

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: CSP 2018-208 – Dr. Rodney D. Cathey Middle School and Michael E. Fossum Middle School New Surveillance Camera Systems

1. Vendor Obligations to McAllen ISD:

YES	NA	
☒	☐	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
☒	☐	Letter of Guarantee, Warranty transmitted to McAllen ISD
☒	☐	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
☒	☐	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
☒	☐	Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met

Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.

2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

Select one:	
☐	Item has been recorded as an asset and assigned an asset number.
☒	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
☐	Not applicable.

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY: _____ May 4, 2020

For further information, contact:
Name: Ruben Trevino
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

ACKNOWLEDGED BY: _____ May 6, 2020

For further information, contact:
Name: Iris Luna
Phone: (956) 632-8403
Email: iris.luna@mcallenisd.net

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of First Amendment to Agreement with Linebarger Goggan Blair & Sampson LLP through RFO No. 2015-051 - McAllen Veterans Memorial Stadium Scoreboard Sponsorship and Advertising

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On March 28, 2016, the Board of Trustees approved Request for Offers No. 2015-051 - McAllen Veterans Memorial Stadium Scoreboard Sponsorship and Advertising and awarded Linebarger Goggan Blair & Sampson LLP as a premier sponsor for an annual payment of fifteen thousand dollars($15,000.00) for five (5) years.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Due to the COVID-19 pandemic, and the subsequent impact on the economy, Linebarger Goggan Blair & Sampson LLP is requesting a ninety (90) day deferral on their payment from May 25, 2020 to August 31, 2020.

LEGAL REVIEW:

The First Amendment has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the First Amendment to the Agreement with Linebarger Goggan Blair & Sampson LLP through RFO No. 2015-051 - McAllen Veterans Memorial Stadium Scoreboard Sponsorship and Advertising.

SUBMITTED BY: Norma Guerra (May 1, 2020)

SUPERVISOR: Norma Guerra (May 1, 2020)

For further information contact:
Name: Norma Zamora Guerra
Office: (956) 618-6023
email: norma.z.guerra@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

FIRST AMENDMENT TO 2015-051- MCALLEN VETERANS MEMORIAL STADIUM SCOREBOARD SPONSORSHIP AND ADVERTISING

PAYMENT DEFERRAL FOR LINEBARGER GOGGAN BLAIR & SAMPSON LLP

This First Amendment ("Amendment"), to Agreement NO 2015-051 is made this 11 day of May, 2020, between McAllen Independent School District ("District") and Linebarger Goggan Blair & Sampson LLP ("Sponsor").

WHEREAS, District and Sponsor entered into an agreement dated May 19, 2016 (the "Agreement"); and

WHEREAS, District and Sponsor desire to defer payment # 5 of $15,000.00 for 90-days.

NOW THEREFORE in consideration of ten (10) dollars, the mutual agreements of the parties hereto and other good and valuable consideration it is agreed as follows:

1. The sentence in Exhibit A under Right Fee providing that Payment 5 is due on or before the last Monday of May 2020 is deleted in its entirety and the following is substituted in lieu thereof:

   Payment 5: $15,000.00 payment due on or before August 31, 2020.

2. Except for this amendment to Exhibit A of the Agreement regarding Payment 5 of the Right Fee, all other terms and conditions of the Agreement remain unchanged and are in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS and effective as the day and year first written above:

DISTRICT:
MCALLEN INDEPENDENT SCHOOL DISTRICT
By:_____
Marco Suarez, President
Board of Trustees

SPONSOR:
LINEBARGER GOGGAN BLAIR & SAMPSON LLP
BY: Lucy G. Canales
Lucy G. Canales (Apr 30, 2020)
Lucy G. Canales

Approved as to form:
Atlas, Hall, Rodriguez LLP
By: Stephen L. Crain
Stephen L. Crain (Apr 30, 2020)
Stephen L. Crain

McALLEN INDEPENDENT SCHOOL DISTRICT
SCOREBOARD SIGN ADVERTISING AGREEMENT

This Scoreboard Sign Advertising Agreement (the "Agreement") is made and entered in to as of the 25th day of April, 2016 (hereinafter referred to as the "Effective Date"), by and between the McAllen Independent School District (hereinafter referred to as"MISD"), at 2000 North 23rd Street McAllen, TX 78501, and Linebarger Goggan Blair & Sampson LLP. (hereinafter referred to as "SPONSOR")

WHEREAS, MISD has the exclusive right to market, sell, and control all advertising displayed at McAllen Veterans Memorial Stadium (hereinafter referred to as "STADIUM") located at 2001 North Bicentennial Boulevard, McAllen, TX 78501;

WHEREAS, MISD has the exclusive right to grant licenses to parties, including SPONSOR, to use scoreboard, marquees and venues or display materials at or on MISD property including the STADIUM and to grant licenses to parties, including SPONSOR, to permit use of MISD intellectual property and promotional materials; and

WHEREAS, SPONSOR desires to purchase from MISD the right to display certain advertising and to conduct or participate in certain promotions on the electronic scoreboard (the "Scoreboard") at the STADIUM for the purposes of promoting MISD, the attendance at MISD events, and the SPONSOR'S products or services.

NOW THEREFORE, in consideration of the foregoing, incorporated herein by reference as provisions of this Agreement, the mutual promises set out below, and other good and valuable consideration, the parties agree as follows:

1. **Grant of Advertising and Promotional Rights.** Subject to the terms and conditions of this Agreement the Board Policies of MISD state and federal law, all as may be from time to time amended MISD hereby grants and sells to SPONSOR, and SPONSOR hereby purchases and accepts from MISD, the advertising and promotional rights described on Exhibit A attached hereto (collectively, the "Rights").

2. **Term of Agreement.** The term of this Agreement ("Term") is stated on Exhibit A attached hereto. If the SPONSOR desires to renew this Agreement for an additional term, SPONSOR shall provide written notice to MISD of such desire no later than ninety (90) days prior to the expiration of the term of this Agreement. In the event that this Agreement is renewed, all terms and conditions of this Agreement shall continue in full force and effect except for the Rights Fees and the term of any renewal term of the Agreement which are subject to the written agreement of the parties and except as otherwise agreed upon by the parties.

3. **Rights Fees.** In consideration of the Rights granted to SPONSOR under paragraph 1 of this Agreement, SPONSOR shall pay to MISD the sum stated on Exhibit A attached

hereto (collectively, the "Rights Fee"). Payment is due within ten (10) business days of the effective date hereof.

4. **Non-Exclusivity.** Nothing in this Agreement may be construed to imply that SPONSOR has the exclusive right to provide MISD goods and services, advertise with, or sponsor MISD or any MISD event. During the term of this Agreement, MISD reserves the right to use all available resources to procure other goods, services, and/or advertisers/sponsors as deemed in the best interest of MISD in MISD's sole discretion and doing so will not violate any rights of SPONSOR.

5. Notwithstanding anything to the contrary in this Agreement Sponsor agrees, acknowledges and understands the following:

a. MISD makes no guarantees of the visibility of the Scoreboard or other advertising Rights from outside the Stadium. MISD makes no guarantees of the visibility of the Scoreboard or other advertising Rights from within the Stadium when the Stadium lights are off.

b. Content of all rights are subject to approval by MISD.

c. All advertising content shall be provided at the sole cost Sponsor.

d. MISD is not responsible for any cost associated with the formatting of the advertising of the Rights on the Scoreboard or other advertising Rights artwork. Any costs associated with changes to advertising artwork once MISD has accepted the submitted artwork or formatting of same shall be the responsibility of the Sponsor.

6. Notwithstanding anything to the contrary herein Sponsor agrees that in the event MISD is unable to perform for any reason the granting of the Rights granted to Sponsor, there shall be no refund, prorata or otherwise, of any Rights Fee.

7. **Termination:**

a. Termination for the best Interest of MISD. MISD reserves the right to terminate this Agreement, in the sole discretion of MISD if MISD determines it is in the best interest of MISD to terminate this Agreement for any reason and without cause at any time during the Term and without penalty by providing thirty (30) days written notice to the SPONSOR. In the event that MISD determines, in its sole discretion, that the 30-day notice required by this Paragraph 5(a) would pose a hardship or that immediate termination of this Agreement would be in the best interest of MISD, MISD may provide notice of immediate termination and this Agreement shall terminate upon notice.

b. Termination for Cause. Either party may terminate this Agreement for cause at any time that the other party breaches any of its obligations under this Agreement. Notwithstanding the foregoing, a breach shall not be deemed to have occurred if either party is delayed or interrupted in fulfillment of its obligations as a result of a Force Majeure as defined in Paragraph 10(a). In the event of breach, the non-breaching party shall have the option to immediately cease all performance under this Agreement. If such breach results from the

failure by SPONSOR to pay the Rights Fees or any other monetary obligations of SPONSOR hereunder by the dates when due under this Agreement, MISD may exercise its right to terminate this Agreement, retain all Rights Fees or other payments previously made by SPONSOR, and pursue any and all remedies available in equity or at law. In the case of a breach of this Agreement for any reason other than non-payment, the non-breaching party shall provide the breaching party with written notice of the alleged breach and the breaching party shall have five (5) business days in which to commence curing the breach and thirty (30) days within which to cure the breach to the reasonable satisfaction of the non-breaching party. If the breaching party fails to cure to the reasonable satisfaction of the non-breaching party within thirty (30) days after the date such written notice is given, the non-breaching party may, in addition to any other remedies which may be available to it under the circumstances, terminate this Agreement effective immediately by providing written notice of such termination to the breaching party.

c. Default. If SPONSOR fails to pay when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after SPONSOR receives written notice of the default from MISD, or if either party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing party receives written notice of the default from the other party, and such non-performance remains uncured after such thirty (30) day period, then such aggrieved party may terminate this Agreement by giving notice of termination. All parties' rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which either party has by reason of any non-performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the parties under this Agreement shall cease. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either party, unless any such waiver is in writing and is signed by the party.

8. **Provisions Regarding Advertising Copy.** Provisions regarding advertising, sideline signs, static digital impressions, PA announcements, etc. (hereinafter referred to as "Advertising Copy"), approval of Advertising Copy, and standards of approval are set forth in MISD Board Policy and applicable Regulations which may from time to time be amended which are incorporated herein as if set forth in full and state and federal law.

9. **Retained Rights to Intellectual Property.** SPONSOR's logo, trademark, service mark, composite mark, design work, and other creative content prepared by or for SPONSOR that is displayed on or in the Advertising Copy, and all trademark rights or copyrights in such Advertising Copy (collectively, "SPONSOR Intellectual Property"), shall be and remain the sole and exclusive property of SPONSOR. Throughout the Term of this Agreement, SPONSOR grants the MISD a non-exclusive limited license to publish, distribute and display SPONSOR Intellectual Property on and/or in the Advertising

Copy or on any other items or materials consistent with the terms and purposes of this Agreement. MISD's name, logo, service marks, composite marks, creative content, trademark rights, copyrighted material and related materials and work, including without limitation any such property that is displayed on or in Advertising Copy with the written consent of MISD (collectively, "MISD Intellectual Property") shall be and remain the sole and exclusive property of MISD. Any and all advertising or promotional materials displayed or distributed by SPONSOR pursuant to this Agreement in conjunction with any MISD Intellectual Property shall be subject to the prior written approval of MISD, and, if approved, shall be subject to the grant of non-exclusive limited license that automatically expires upon the expiration or termination of this Agreement. Neither party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of the other party without that party's prior written consent.

10. **Force Majeure.**

(a) **Definition of "Force Majeure".** For purposes of this Agreement, "Force Majeure" shall mean and include any event beyond MISD's reasonable control (including, but not limited to fire; flood; explosions; weather events; damage by third parties, whether negligently or intentionally caused; work stoppages; picketing; lockouts and/or any other concerted action by any employees; acts of God or other casualties; the laws or actions of any governmental authority; or any other event or cause that is beyond the reasonable control of MISD), as a result of which, at any time and from time to time during the Term, (1) the display of the Advertising Copy is suspended or prevented; or (2) any event, including a MISD athletic event, is not held, is interrupted, or is suspended, at the STADIUM.

(b) **Options in Event of Force Majeure.** If a Force Majeure occurs during any c ontract year during the Term, MISD may in its sole discretion but is not obligated to, upon written notice to SPONSOR, extend the Term of this Agreement beyond its expiration to make up for lost exposure by the SPONSOR; (i i) terminate this Agreement, o r (iii) provide to SPONSOR advertising and/or promotional rights of substantially equivalent value, as reasonably determined by MISD.

11. **INDEMNIFICATION.** SPONSOR AGREES TO AND HEREBY DEFENDS, INDEMNIFIES, AND HOLDS MISD AND ITS PRESENT AND FUTURE BOARD MEMBERS/TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, STAKEHOLDERS, OTHER REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, STAKEHOLDERS, SHAREHOLDERS, AGENTS, OTHER REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "MISD INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES,

LIABILITIES, DAMAGES, CLAIMS, DEMANDS, SUITS, AND JUDGMENTS (COLLECTIVELY, "CLAIMS"), INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND THE COSTS OF ANY LEGAL ACTION, ARISING OUT OF (I) THE USE OF ANY TRADEMARK, SERVICE MARK, LOGO, DESIGN, AND OTHER INTELLECTUAL PROPERTY RIGHT MATERIALS PROVIDED BY SPONSOR; (II) THE CHARACTER, CONTENT, AND SUBJECT MATTER OF ANY ADVERTISING COPY DISPLAYED BY SPONSOR; (III) ANY ACT OR OMISSION OF THE SPONSOR RELATED TO OR IN CONNECTION WITH THE RIGHTS, PRIVILEGES, OR OBLIGATIONS UNDER THIS AGREEMENT; AND (IV) ANY BREACH OF THIS AGREEMENT BY SPONSOR AND ALL COSTS INCURRED BY THE MISD OR ANY REPRESENTATIVES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, THE ENFORCEMENT OF THIS AGREEMENT AGAINST SPONSOR, OR THE COLLECTION FROM SPONSOR OF ANY AMOUNTS DUE HEREUNDER. THE INDEMNIFICATION OBLIGATION OF SPONSOR UNDER THIS AGREEMENT SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

12. **Assignment.** SPONSOR shall not have the right or power to assign any of its rights or obligations under this Agreement to any other party without the prior written consent of the MISD in its sole discretion. MISD shall not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of SPONSOR. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

13. **Immunity.** The execution of this Agreement and/or the performance by MISD of its obligations hereunder does not, and is not intended to waive or relinquish, and MISD shall not waive or relinquish, any governmental, sovereign immunity or defense from liability or prosecution available to MISD, its trustees, officers, employees, or agents under federal or Texas laws.

14. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its choice or law or conflict of law provisions. Exclusive venue for any proceeding that may be instituted in connection with this Agreement and the parties' rights and liabilities hereunder shall be in a court of competent jurisdiction located in Hidalgo County, Texas.

15. **Notices.** All notices or other communications which are required or contemplated by this Agreement ("Notices") shall be in writing. All other may be sent by any delivery method which provides a tracking number and delivery receipt. Notices shall be addressed as provided below (unless a party changes its addresses or addresses through a written notice to the other party that complies with this Paragraph 11):

McAllen Independent School District
2000 North 23rd Street

McAllen, Texas 78501
Attention: Superintendent
Telephone: (956) 618-6000
If to SPONSOR:
Linebarger Goggan Blair & Sampson LLP
205 South Pin Oak Avenue
Edinburg, TX 78539

Attention:
Lucy G. Canales

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

17. **Relationship of Parties.** This Agreement does not create, and shall not be construed by the parties or any third person as creating, any agency, partnership, joint venture, or employment relationship between the parties. The relationship of the parties under this Agreement shall be solely that of independent contractors. Each party shall be solely responsible for the conduct of its respective agents and employees in connection with that party's performance of this Agreement.

18. **Merger Clause.** This Agreement (including the attached exhibits) is the final, complete, and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this Agreement, supersedes all prior communications with respect to the subject matter contained herein, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement.

19. **Entire Agreement.** This Agreement contains the entire agreement between MISD and Sponsor, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning this Agreement.

20. **Incorporation of Exhibits.** Any and all Exhibits referenced in this Agreement shall be attached to the Agreement, made a part of the Agreement, and incorporated into the Agreement by reference for all purposes including without limitation the following Exhibits:

Exhibit A - Advertising and Promotional Rights

Exhibit B – Inventory List

21. **Severability.** In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

22. **Nondiscrimination.** It is mutually agreed that there shall be no discrimination on

the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an authorized representative as of the Effective Date.

SPONSOR NAME

Linebarger Goggan Blair & Sampson LLP

By: _ Lucy G. Canales

Lucy G. Canales

Date 5/19/16

Authorized Signature and Title

McALLEN INDEPENDENT SCHOOL DISTRICT

By: Conrado Alvarado

Conrado Alvarado (May 19, 2016)

Conrado Alvarado, President – Board of Trustees

Date May 19, 2016

Approved as to form
Atlas Hall Rodriguez, LLP

By: _____
Stephen L. Crain

EXHIBIT A

Term: The Term of this Agreement is for five varsity football season commencing with the first McAllen Independent School District (MISD) high school varsity football game played in the STADIUM on the 25th day of April, 2016 and continuing until the last MISD Varsity football game played in the STADIUM for the 2021 varsity football season.

"RIGHTS"

1. Terms and Conditions. Under the terms and conditions as set forth herein MISD grants the following advertising rights to the SPONSOR:

   "Premier Sponsor" shall have a spot at approximately 2'x 19' size encompassing 2 Backlit Video Screens that Display up to 20 business card-style graphics on a :10 second rotation throughout the game. The spot is shared among approximately twenty sponsors when video is not playing, the scoreboard screen is included in the rotation. In addition, the sponsor will receive a minimum of 1 public address mention and 2 reserved home season tickets (home games) for the MISD high school of Sponsor's choice.

Right Fee: The right fee is Seventy-five Thousand and no one hundred dollars ($75,000.00) payable as follows:

Payment 1: $15,000.00 payment due on or before the last Monday of May, 2016.
Payment 2: $15,000.00 payment due on or before the last Monday of May, 2017.
Payment 3: $15,000.00 payment due on or before the last Monday of May, 2018.
Payment 4: $15,000.00 payment due on or before the last Monday of May, 2019.
Payment 5: $15,000.00 payment due on or before the last Monday of May, 2020.

EXHIBIT B - Inventory List

Premier Sponsor

"Premier Sponsor" shall have a Premier spot at approximately 2'x 19' size encompassing 2 Backlit Video Screens that Display up to 20 business card-style graphics on a :10 second rotation throughout the game. The two Premier spots are shared among approximately twenty sponsors when video is not playing, the Jumbotron screen is included in the rotation. In addition, the sponsor will receive a Minimum of 1 Public Address Mention and 2 Reserved Home Season Tickets (home games) for the MISD high school of Sponsor's choice. This Agreement also incorporates inclusion in Television Broadcasting Rights for Playoff Games, as allowed by the University Interscholastic League.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of First Amendment to Lease Agreement No. 2015-141 with PNC Equipment Finance, LLC.

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On March 28, 2015 the Board of Trustees approved Design-Build No. 2015-100 Scoreboard for McAllen Veterans Memorial Stadium, and awarded PNC Equipment Finance, LLC as the financing company for the scoreboard payments.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The scoreboard payment is supported by various sponsors. Due to the COVID19 pandemic, some of the sponsors have been financially affected, which impacts the District's reliance on their support. In light of the circumstances, PNC Equipment Finance LLC agreed to grant the District a deferral on the payment from August 27, 2020 to August 27, 2021 through this amendment.

LEGAL REVIEW:

The First Amendment has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the First Amendment to Lease Agreement No. 2015-141 with PNC Equipment Finance, LLC.

SUBMITTED BY: Norma Guerra (May 5, 2020)

SUPERVISOR: Norma Guerra (May 5, 2020)

For further information contact:
Name: Norma Zamora Guerra
Office: (956) 618-6023
email: norma.z.guerra@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

PNC EQUIPMENT FINANCE

AMENDMENT TO LEASE #196092000
PAYMENT DEFERRAL

This Amendment ("Amendment"), dated and effective as of the 13th day of April, 2020, supplements and is made a part of Lease #196092000 ("Lease") between McAllen Independent School District ("Lessee") and PNC Equipment Finance, LLC ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

Pursuant to Lessee's request, Lessor has agreed to defer Lessee's payments as follows:

The payment due August 27, 2020 shall be deferred so that Lessee's next annual payment shall be due August 27, 2021.

Lessee's new structure is as follows:

Remaining Payments: 1

Monthly Payment Amount: $215,330.60

Next Due: August 27, 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	215,330.60				

Except for the revision to the payment structure, all other terms and conditions of the Lease remain unchanged and in full force and effect including, but not limited, any non-appropriation and tax clauses.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

McAllen Independent School District

Authorized Signature

Marco Suarez

Printed Name

Board of Trustees President

Title

Approved as to form:
Atlas Hall and Rodriguez LLP
By: Stephen L. Crain
Stephen L. Crain

PNC Equipment Finance, LLC

Authorized Signature

David Horsham

Printed Name

Title

Lease Schedule A (Tax-Exempt)

Dated as of April 15, 2016

This Lease Schedule No. 196092000 (this *"Schedule"*) relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated February 8, 2016.

1. *Equipment Description.* As used in the Lease, *"Equipment"* means all of the property described in the Payment Schedule attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.

3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.

4. *ACCEPTANCE OF EQUIPMENT.* AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

5. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 6.1 and 16 thereof) are true and correct as though made on the date of execution of this Schedule.

6. *BANK QUALIFIED.* LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

McAllen Independent School District, as Lessee	*PNC Equipment Finance, LLC, as Lessor*
Conrado Alvarez	Molly Williams
Authorized Signature	*Authorized Signature*
Conrado Alvarado	Molly Williams
Printed Name	*Printed Name* AVP
President, Board of Trustees	
Title	*Title*

Counterpart No. _____ of __ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

Approved as to form

Atlas Hall & Rodriguez, LLP by: _____

PAYMENT SCHEDULE A-1

Attached to and made a part of that certain Lease Schedule No. 196092000 dated as of April 15, 2016 by and between PNC Equipment Finance, LLC, as Lessor, and **McAllen Independent School District** , as Lessee.

Commencement Date: 8-27-16

1. EQUIPMENT LOCATION & DESCRIPTION:
   2000 N. 23rd St.
   Mcallen, TX 78501
   Hidalgo County

Quantity	Description	Serial No.
1	Daktronics LED Video Board & related structure and technology Together with all attachments, tooling, accessories, appurtenances and additions thereto	

2. LEASE PAYMENT SCHEDULE:
   (a) Total Amount Financed: $975,000.00
   (b) Payment Schedule: Lease Term is for 60 months with 5 Annual Payments
   (c) Zero % (Yield)

Payment Number	Date	Payment	Interest	Principal	Termination
1	8-27-16	$150,000.00	$0.00	$150,000.00	$849,750.00
2	8-27-17	$206,250.00	$0.00	$206,250.00	$637,312.50
3	8-27-18	$206,250.00	$0.00	$206,250.00	$424,875.00
4	8-27-19	$206,250.00	$0.00	$206,250.00	$212,437.50
5	8-27-20	$206,250.00	$0.00	$206,250.00	$1.00

McAllen Independent School District ,
as Lessee

Conrad Alvarado

Authorized Signature

Conrado Alvarado

Printed Name

President, Board of Trustees

Title

Approved as to form

Atlas Hall & Rodriguez, LLP by: [signature]

PNC Equipment Finance, LLC,
as Lessor

Molly Williams

Authorized Signature

Printed Name Molly Williams

AVP

Title

FINAL RECEIPT CERTIFICATE

LEASE SCHEDULE NO. 196092000

Dated: April 15, 2016

Reference is made to the above Lease Schedule (" Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, which have been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined herein, capitalized terms defined in the Master Lease or the Lease Schedule shall have the same meaning when used herein.

Notwithstanding anything to the contrary, express or implied, in the Master Lease (including the Schedules attached thereto), Lessee agrees as follows:

1. **ACCEPTANCE OF EQUIPMENT.** AS OF THE ACCEPTANCE DATE STATED BELOW AND AS BETWEEN LESSEE AND LESSOR, LESSEE HEREBY AGREES THAT: (A) LESSEE HAS RECEIVED AND INSPECTED ALL OF THE EQUIPMENT DESCRIBED IN THE LEASE SCHEDULE ("EQUIPMENT"); (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATION; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

ACCEPTANCE DATE: July 27, 2016

2. **RENT PAYMENTS.** LESSEE HEREBY CONFIRMS THAT LESSEE WILL COMMENCE PAYMENT OF THE RENT PAYMENTS FOR THE EQUIPMENT IN THE AMOUNTS SPECIFIED IN LEASE SCHEDULE WITH THE FIRST RENT PAYMENT BEING DUE ON August 27, 2016

McAllen Independent School District
("Lessee")

By: Lorena Garcia Lorena Garcia

Title: Assistant Superintendent for Business

CERTIFICATE OF INCUMBENCY

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of McAllen Independent School District *("Lessee")*, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names and are authorized on behalf of Lessee to enter into that certain Master Equipment Lease-Purchase Agreement dated February 8, 2016 (the *"Master Lease"*) and separate Lease Schedules relating thereto from time to time as provided in the Master Lease (collectively, the *"Schedules"*), each between Lessee and PNC Equipment Finance, LLC, as lessor.

Name	Title	Signature
Conrado Alvarado	President, Board of Trustees	Conrado Alvarado

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of Lessee on this 27 day of April, 2016

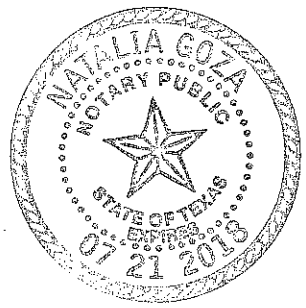
LESSEE: McAllen Independent School District

Natalia Goza
(Secretary/Clerk)

Print Name: Natalia Goza

Official Title: Secretary Board of Trustees
(other than the person signing the documents)

[SEAL]



FORM OF AUTHORIZING RESOLUTION/EXTRACT OF MINUTES

At a duly called meeting of the governing body of McAllen Independent School District, held in accordance with all applicable legal requirements, including open meeting laws, on the 28th day of March 2016, the following resolution was introduced and adopted:

A resolution of the Governing Body of McAllen Independent School District authorizing the execution and delivery of a Master Equipment Lease-Purchase Agreement with PNC EQUIPMENT FINANCE, LLC, as lessor, and separate Lease Schedules thereto for the acquisition, purchase, financing and leasing of certain equipment within the terms herein provided; authorizing the execution and delivery of other documents required in connection therewith; and authorizing all other actions necessary to the consummation of the transactions contemplated by this Resolution.

WHEREAS, McAllen Independent School District (the *"Lessee"*), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas is authorized by the laws of the State of Texas to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the *"Board"*) has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of LED Video Board (collectively, the *"Equipment"*) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the *"Master Lease"*) with PNC Equipment Finance, LLC, as lessor (the *"Lessor"*), substantially in the proposed form presented to the Board at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease; and

WHEREAS, the Board deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

NOW, THEREFORE, BE IT AND IT IS HERBY RESOLVED BY THE GOVERNING BODY OF THE LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. The form, terms and provisions of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Board of Trustees [insert title of officials] of the Lessee (the *"Authorized Officers"*) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the

Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed $975,000.00; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 60 months; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [ten percent (10%)] per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease and each Lease Schedule.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: April 27, 2016

[SEAL]

Natalia Gray
(Secretary/Clerk)

ATLAS, HALL & RODRIGUEZ, LLP
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD. (78501-2418)
McALLEN, TEXAS
TEL. (956) 682-5501 FAX (956) 686-6109
ATLASHALL.COM

scrain@atlashall.com
(956) 632-8221 Direct Line

April 15, 2016

PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

RE: Master Equipment Lease-Purchase Agreement,
Dated as of February 8, 2016, Lease Schedule No. 195419000
and related Escrow Agreement

Ladies and Gentlemen:

As counsel for McAllen Independent School District ("Lessee"), we have examined the Master Equipment Lease-Purchase Agreement duly executed by Lessee and dated as of February 8, 2016 (the "Master Lease"), which has been incorporated by reference into Lease Schedule No. 195419000 dated as of February 8, 2016 (the "Original Lease Schedule"), each between Lessee and PNC Equipment Finance, LLC, as lessor ("Lessor"), the Schedule A-1 attached to the Original Lease Schedule (the "Original Payment Schedule"), the Escrow Agreement dated as of February 8, 2016 (the "Original Escrow Agreement "), among Lessee, Lessor and the escrow agent herein identified, and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, the Original Lease Schedule, the Original Payment Schedule, and the Original Escrow Agreement. The Original Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related Original Payment Schedule and Original Escrow Agreement are herein collectively referred to as the "Lease".

Based upon the foregoing examination of such other documents and matters of law as we have deemed necessary or appropriate, we are of the opinion that:

1. Lessee is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of Texas with full power and authority to enter into, and perform its obligations under the Lease.

2. The Lease and the Original Lease Schedule have each been duly authorized duly executed and delivered by Lessee. Assuming due authorizations, execution and delivery thereof by Lessor, the Lease constitutes, and the Original Lease Schedule will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by

bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

3. Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease, the Original Lease Schedule and the transactions contemplated thereby.

4. To the best of our knowledge, there is no litigation or proceeding pending or threatened before any court, administrative agency or government body that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease, the Original Lease Schedule or any documents relating thereto; the appropriation of monies to make payments under the Lease or the Original Lease Schedule; or the ability of Lessee otherwise to perform its obligations under the Lease or the Original Lease Schedule and the transactions contemplated thereby.

5. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, the Original Lease Schedule, the Original Escrow Agreement, and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

6. The entering into and performance of the Lease and the Original Lease Schedule do not and will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment or the Escrow Fund (as each such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

7. The correct legal name of Lessee for purposes of the Uniform Commercial Code in effect in the State of Texas is the McAllen Independent School District.

8. We express no opinion as to:

(a) Whether any of the obligations set forth in the Master Lease and the Lease may be specifically enforced as opposed to being the basis for a claim for damages;

(b) The laws of any jurisdiction other than the State of Texas and United States of America as in effect on the date of this opinion;

(c) The effect of bankruptcy, insolvency, liquidation and similar laws generally affecting creditors' rights; or

(d) The effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

We are furnishing this letter solely for your benefit at the request of the McAllen Independent School District.

This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be relied upon by any other person or entity or by you in any other context without our express written consent.

Very truly yours,

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

PNC EQUIPMENT FINANCE

Customer Information

Lease #196092000

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: McAllen Independent School District			Federal Tax ID Number: 746001658
Invoices should be directed to:	Attention: Iris Luna, Director of Accounting		
Address: 2000 North 23rd Street	City: McAllen	State: TX	Zip: 78501

Preferred Method of Payment: (Please check)

☑ Monthly Invoice (Mail)

Invoices should be directed to: McAllen Independent School District	Attention: Iris Luna, Director of Accounting		
Address: 2000 North 23rd Street	City: McAllen	TX	78501
☐ Monthly Invoice (Email)	Email:		
Billing Contact:			

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1: Iris Luna, Director of Accounting		Phone: 956.618.6046	
Email: iris.luna@mcallenisd.net			
Contact 2: Lorena Garcia, Interim Assistant Superintendent for Business Operations		Phone: 956.632.8431	
Email: lorena.garcia@mcallenisd.net			

I hereby attest the above information is accurate.

Signature X	Date 4/27/16
Email:	

PNC Equipment Finance, LLC
995 Dalton Avenue • Cincinnati, OH 45203
Questions? Call (800) 559-2755
Fax: (888) 888-3695

MASTER EQUIPMENT LEASE–PURCHASE AGREEMENT

Dated as of February 8, 2016

This Master Equipment Lease-Purchase Agreement (this *"Master Lease"*) is made and entered into by and between PNC Equipment Finance, LLC (*"Lessor"*) and the Lessee identified below (*"Lessee"*).

Lessee: McAllen Independent School District

1. LEASE OF EQUIPMENT.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) *"Lease"* means each Schedule and the terms and conditions of this Master Lease incorporated therein. (b) *"Lien"* means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (c) *"Equipment"* means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) *"Escrow Agreement"* means the Escrow Agreement relating to a Schedule, dated the Commencement Date under such Schedule and substantially in the form attached to this Master Lease, among Lessor, Lessee and the escrow agent therein identified, with respect to the Escrow Fund established and to be administered thereunder. (e) *"Escrow Fund"* means the fund of that name established pursuant to an Escrow Agreement. (f) *"Schedule"* means each Lease Schedule (substantially in the form attached to this Master Lease) signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented.

3. LEASE TERM.

The term of each Lease (*"Lease Term"*) commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under such Lease.

4. RENT PAYMENTS.

4.1. For each Lease, Lessee agrees to pay to Lessor the rent payments (*"Rent Payments"*) in the amounts and on the dates set forth in the Schedule A-1 attached to the Schedule (a *"Payment Schedule"*). A portion of each Rent

Payment is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the general and other funds of Lessee that are legally available therefor (*"Legally Available Funds"*) in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

4.3. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee.

4.4. If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.

5. ESCROW AGREEMENT; EQUIPMENT DELIVERY AND ACCEPTANCE; FUNDING CONDITIONS.

5.1. In order to provide financing to pay the costs to acquire and install the Equipment (*"Purchase Price"*) as described in a Schedule, Lessor and Lessee hereby agree to execute and deliver an Escrow Agreement relating to such Schedule on the date on which the Funding Conditions for such Schedule are satisfied as provided in Section 5.2. If Lessee signs and delivers a Schedule and an Escrow Agreement and if all Funding Conditions have been satisfied in full, then Lessor will deposit or cause to be deposited into an Escrow Fund under the related Escrow Agreement an amount (which may include estimated investment earnings thereon) equal to the Purchase Price for the Equipment to be financed under the related Schedule.

5.2. Lessor shall have no obligation to deposit any Purchase Price into an Escrow Fund under the related Schedule unless all reasonable conditions established by Lessor (*"Funding Conditions"*) have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered to Lessor the Schedule, its related Payment Schedule and the related Escrow Agreement; (b) no Event of Default or Non-Appropriation Event shall have occurred and be continuing under any Lease; (c) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (d) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (e) all representations of Lessee in the Lease remain true, accurate and complete; (f) the amount (if any) that Lessor may require in advance that Lessee apply to the payment of Equipment costs; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance required by the Lease; (2) an opinion of Lessee's counsel; (3) Uniform Commercial Code (UCC) financing statements with respect to the Equipment; (4) real property waivers as Lessor may deem necessary; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) who will sign the Lease and the Escrow Agreement; (6) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than 60 days prior to the date on which the Funding Conditions are satisfied; and

(7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

5.3. Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule (*"Location"*) by Equipment suppliers (*"Suppliers"*) selected by Lessee. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor a Certificate of Acceptance in the form and manner required by the applicable Escrow Agreement.

5.4. If a Non-Appropriation Event or an Event of Default occurs prior to Lessee's acceptance of all the Equipment under the related Schedule, the amount then on deposit in the Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in whole on the first business day of the month next succeeding the occurrence of either such Event plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.4 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds and other moneys available for such purpose as a result of the exercise by Lessor of its rights and remedies under the related Schedule. Any funds on deposit in the Escrow Fund on the prepayment date described in this Section 5.4 in excess of the unpaid principal component of the Rent Payments to be prepaid plus accrued interest thereon to the prepayment date shall be paid promptly to Lessee.

5.5. To the extent that Lessee has not accepted items of Equipment before the eighteen-month anniversary of the Commencement Date identified on the related Schedule, the amount then on deposit in the related Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in part, in inverse order of Rent Payments, on the first business day of the next month plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.5 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds. Notwithstanding any such partial prepayment, the related Schedule shall remain in full force and effect with respect to the portion of the Equipment accepted by Lessee during such eighteen-month period, and the portion of the principal component of Rent Payments remaining unpaid after such prepayment plus accrued interest thereon shall remain payable in accordance with the terms of the related Schedule. Upon Lessor's request, Lessee shall execute an amendment to the related Payment Schedule that reflects the change to the Rent Payments as a result of such partial prepayment.

6. TERMINATION UPON NON-APPROPRIATION EVENT.

6.1. For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated for each succeeding fiscal year by its governing body; and (c) during the ten fiscal years prior to the date of the applicable Lease, its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor.

6.2. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments and other amounts to be paid under a Lease in the next succeeding fiscal year, then a *"Non-Appropriation Event"* shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and

(c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, *provided,* that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, and *provided further,* that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. *"Return Date"* means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR.

LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1. Upon Lessee's acceptance of any Equipment under a Lease and in accordance with the related Escrow Agreement, title to such Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2. As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, exclusive security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

9. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements (*"Improvements"*) to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. The Equipment may be used in other locations temporarily so long as the Equipment is primarily kept at the Location. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under each Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2. Lessee shall pay when due all Taxes that may now or hereafter be imposed upon: any Equipment or its ownership, leasing, rental, sale, purchase, possession or use; any Lease or Escrow Agreement; any Rent Payments or any other payments due under any Lease; or any Escrow Fund. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. *"Taxes"* means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever (*"Casualty Loss"*). No Casualty Loss to any Equipment shall relieve Lessee from the

obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair (*"Lost Equipment"*), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee.

14.2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days' prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

14.3. If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

15. PURCHASE OPTION.

Upon thirty (30) days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease, the Equipment subject thereto and the related Escrow Agreement, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease and the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease and the Escrow Agreement have each been duly authorized, executed and delivered by Lessee and each constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with their respective terms;

(c) the Lease and the Escrow Agreement are each authorized under, and the authorization, execution and delivery of the Lease and the Escrow Agreement comply with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease and the Escrow Agreement will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease and the Escrow Agreement; and

(f) Lessee is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986 (the *"Code"*) and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

17. TAX COVENANTS.

Lessee hereby covenants and agrees that:

(a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service (*"IRS"*) in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in the Escrow Fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1. Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease, any Equipment, any Escrow Agreement or any Escrow Fund or any interest in any thereof.

18.2. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the Escrow Fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an *"Assignee"*) shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such

assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT.

For each Lease, *"Event of Default"* means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Section 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within 30 days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first*, to pay costs that Lessor has incurred in connection with exercising its remedies; *second*, to payment of amounts that are payable by Lessee under clause (a) above; and *then* to payment of the Termination Value set forth in the applicable Payment Schedule for the last Rent Payment due date for the fiscal year in which the related default occurs; *provided, however*, that any

disposition proceeds in excess of payment of all of the foregoing amounts shall be paid promptly by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease or with respect to the Escrow Fund under the related Escrow Agreement; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment..

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT.

If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 6 or 20 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING; UCC ARTICLE 2A WAIVER.

(a) Each Lease shall be governed by the laws of the state in which Lessee is located (the *"State"*).

(b) Lessee hereby willingly and knowingly waives any rights or remedies to which it may otherwise be entitled under Sections 508 through 522, inclusive, of Article 2A of the Uniform Commercial Code in effect in the State.

23. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing

from time to time. Any such notices shall be deemed to have been received five days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.

24.1. Within 30 days after their completion for each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

24.2. To the extent authorized by the laws of the State, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or any wrongful act or omission of Lessee or its employees and agents, or (c) any claims of alleged breach by Lessee of any Lease, any Escrow Agreement or any related document. *"Claims"* means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Notwithstanding anything in any Lease to the contrary, any indemnity amount payable by Lessee as provided in this Section 24.2 shall be payable solely from Legally Available Funds.

24.3. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment; and to make claims for, receive payment of and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any

Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however,* that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease, Escrow Agreement and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease and financing of the Equipment covered thereby, and such Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with Sections 95300-95312, Title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may

entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with Sections 95300-95312, Title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS.

By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

McAllen Independent School District , as Lessee

Conrado Alvarado

Authorized Signature

Conrado Alvarado

Printed Name

President - Board of Trustees

Title

PNC Equipment Finance, LLC, as Lessor

Authorized Signature

Deidra Bay

Printed Name

AVP

Title

Approved as to form
Atlas Hall & Rodriguez, LLP by:

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Resolution for Texas Association of School Boards Superintendent of the Year

REFERENCE: Goal 1: Student Achievement/Student Focus / Strategy 1: Branding

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION: Since 1984, the Superintendent of the Year (SOTY) award program has honored outstanding administrators for achievement and excellence in public school administration. These school leaders exhibit exemplary and visionary leadership toward improving student performance.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: Not Required

LEGAL REVIEW: Not Required

BUDGETARY CONSIDERATIONS: Not Required

RECOMMENDED BOARD ACTION: The McAllen ISD Board of Trustees nominates J.A. Gonzalez, Ed. D. for the Regional Superintendent of the Year award in affirmation of major team accomplishments, including State A Rating, Post Secondary Readiness Distinction, and Financial Integrity Rating.

SUBMITTED BY: Norma Guerra (May 6, 2020)

SUPERVISOR:

For further information contact:
Name: Norma Zamora-Guerra
Office: Community Information
eMail: norma.z.guerra@mcallenisd.net

Approved for presentation to the Board of Education:

356

Superintendent of Schools May 6, 2020

Resolution

Texas Association of School Boards
Superintendent of the Year

The McAllen Independent School District Board on this date, May 11, 2020, resolved to nominate J.A. Gonzalez, Ed. D., Superintendent of Schools, for his/her exemplary and visionary leadership toward improving student performance in our schools.

_____ _____

_____ _____

_____ _____

_____ _____

_____

School Board President

(Note: You may add more personalized resolution language, but it is not necessary for this part of the SOTY process. All trustees should sign the resolution.)

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of the McAllen Independent School District April Budget Amendment for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In accordance with TEA budget and accounting procedures guidelines, the District's official budget is comprised of the General Fund which includes Food Service and the Debt Service Fund. The District has administratively opted to officially adopt the Capital Projects Fund budget. The adoption of the budgets associated with these funds, and subsequent amendments, should be approved by the Board of Trustees. The authority to approve a budget or a budget amendment for a grant program, however, lies with the granting agency and not with the District's Board.

The administration will routinely allow amendments of existing budgeted funds between major function levels, in order to accommodate the necessary operations of the requesting department or campus. These amendments usually become necessary due to accounting coding requirements. These requests allowed at the administrative level are subject to final approval by the Board of Trustees.

The budget amendments are broken down into the following two categories:

1. Programmatic or policy changes – amendments that are necessary because of policy changes or revisions to programs that increase/decrease the budget.

2. Reclassifications – amendments that are necessary because function codes and/or amounts require adjustments but do not increase/decrease the budget.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The budget amendment detail provides explanations for the programmatic or policy changes and reclassifications.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

	General Fund
Audited Fund Balance	$ 98,070,422
Revenues	253,659,105
Expenditures	273,688,164
Preliminary Ending Fund Balance	$ 78,041,363

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of the McAllen Independent School District April Budget Amendment for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the McAllen Independent School District April Budget Amendments for the General Fund for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020.

SUBMITTED BY: Adel Felix

SUPERVISOR: Cynthia Medrano-Richards

For further information contact:
Name: Adel Felix CPA, CFE
Office: (956) 618-6016
eMail: adelita.felix@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

McAllen Independent School District
Summary Report as of April 30, 2020
Review of Budget Amendments and Proposed Amendments

GENERAL FUND

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 03/31/2020	Programmatic or Policy Changes	Reclassifications	Revised Budget 04/30/2020
Audited Fund Balance	**98,070,422**	**98,070,422**			**98,070,422**
Revenues:					
Local:					
Property Taxes	84,808,742	80,312,155			80,312,155
Interest Income	2,102,500	1,964,268	52,000		2,016,268
Other Local Income	2,615,517	3,051,191	7,214		3,058,405
State:	123,278,826	141,956,623			141,956,623
Federal:	19,751,253	20,310,258			20,310,258
Other Sources:	100,000	5,898,206	107,190		6,005,396
Total Revenues	**232,656,838**	**253,492,701**	**166,404**	**0**	**253,659,105**
Expenditures:					
11 Instruction	120,514,694	138,561,160		(228,783)	138,332,377
12 Inst. Res. & Media Services	3,568,381	3,661,234		(133)	3,661,101
13 Curriculum Dev. & Inst. Staff Dev.	3,906,605	4,852,679		481,502	5,334,181
21 Inst. Leadership	2,842,038	3,058,557		(57,022)	3,001,535
23 School Leadership	13,030,011	13,629,532		4,603	13,634,135
31 Guid., Counseling & Eval. Ser.	9,657,691	10,337,558		(109,472)	10,228,086
32 Social Work Services	1,438,034	1,756,506			1,756,506
33 Health Services	3,037,360	3,154,843		273	3,155,116
34 Student (Pupil) Trans.	3,500,530	5,607,343	100,680	(12,400)	5,695,623
35 Food Services	16,917,322	18,041,735	1,481,937		19,523,672
36 Curricular/Extracurricular Act.	10,072,523	10,226,116		(226,027)	10,000,089
41 General Administration	7,458,868	8,078,793		26,731	8,105,524
51 Plant Maint. & Operations	19,692,531	21,496,679		(5,127)	21,491,552
52 Security and Monitoring Serv.	4,142,545	5,123,603		9,916	5,133,519
53 Data Processing Services	3,391,712	5,929,539		(3)	5,929,536
61 Community Services	40,117	43,311		(33)	43,278
71 Debt Service	2,244,764	5,094,864		91,704	5,186,568
81 Fac. Acquisition & Const.	25,000	7,416,586			7,416,586
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000			40,000
99 Other Intergovernmental Charges	839,000	857,439			857,439
Other Uses	6,297,112	3,637,470	1,500,000	24,271	5,161,741
Total Expenditures	**232,656,838**	**270,605,547**	**3,082,617**	**0**	**273,688,164**
		360			
Preliminary Ending Fund Balance	**98,070,422**	**80,957,576**	**(2,916,213)**	**0**	**78,041,363**

GENERAL FUND
Programmatic or Policy Changes

REVENUES:

Local				
Interest Income	- Increase to Interest Income for Fund 101 Food Service		$ 52,000	
				52,000
Other Local Income	- Increase to Local Revenues for P-Card Rebate for Fund 101 Food Service		$ 7,214	
				7,214
Other Sources				
	- Here Comes the Bus - GPS Lease		$ 100,680	
	- Increase to Sale of Personal Property for Fund 101 Food Service		6,510	
				107,190
		Grand Total		$ 166,404

EXPENDITURES:

Function 34	- Increase to Supplies for Fund 199 General Fund for Bus GPS Equipment		$ 100,680	
				100,680
Function 35	- Increase to Contracted Maintenance and Repairs and Supplies for Fund 101 Food Service		$ 65,724	
	- Transfer from Fund Balance for Fund 101 Food Service for Serving Lines, Coolers, Ovens and Freezers at Various Campuses		1,416,213	
				1,481,937
Other Uses	- Transfer from Assigned Fund Balance Fund 199 General Fund to Fund 753 Health Insurance Fund		$ 1,500,000	
				1,500,000
		Grand Total		$ 3,082,617

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of the Continuation of the Collection of Taxes Contract with the Hidalgo County Tax Office

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On September 3, 1996, the Board of Trustees approved an Interlocal Cooperation Contract for Tax Assessment and Collections with the Hidalgo County for an annual fee of $124,901.00. This agreement automatically renews for subsequent tax years, unless written notification is given of the intent to terminate, at least sixty (60) days prior to renewal date. Each year prior to May 1, the county submits to the District the fee for the following year. In no event is the cost to increase more than 5% per year.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The following chart displays the history of fees and increases.

Beginning School Year		Ending School Year	Annual Fee	Increase Percentage
1996-1997	to	2001-2002	$124,901.00	-
2002-2003	to	2004-2005	$130,271.00	4.3%
2005-2006	to	2009-2010	$136,784.55	5.0%
2010-2011	to	2013-2014	$143,623.78	5.0%
2014-2015	to	2016-2017	$150,804.00	5.0%
2017-2018	to	2020-2021	$158,340.00	5.0%

For the 2020-2021 fiscal year, the Hidalgo County Tax Office will not raise the annual fee.

LEGAL REVIEW:

None Required.

BUDGETARY CONSIDERATIONS:

The Tax Collection Contract amount of $158,340.00 will be budgeted in 2020-2021 from the General Fund.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approves the Continuation of the Collection of Taxes Contract with the Hidalgo County Tax Office in the amount of $158,340.00 Effective July 1, 2020 to June 30, 2021.

SUBMITTED BY: Adel Felix

SUPERVISOR: Cynthia Medrano-Richards

For further information contact:
Name: Adel Felix, CPA, CFE
Office: (956) 618-6016
eMail: adelita.felix@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

April 22, 2020

Ms. Cynthia Richards
Chief Financial Officer, McAllen ISD
2000 North 23rd St.
McAllen, TX. 78501

Dear Ms. Richards:

As per Clause VI, consideration of our Collection of Taxes Contract be advised that the fee for the taxable year 2020 will remain at **$158,340**. Effective July 1, 2020

Please sign, date and return this letter to us as soon as possible.

Sincerely,

Pablo (Paul) Villarreal Jr.

Pablo (Paul) Villarreal, Jr. PCC
Hidalgo County Tax Assessor-Collector

XC: Hon. Richard F. Cortez
Hidalgo County Judge

Mrs. Maria Arcilia Duran CPA
Hidalgo County Auditor

Accepted & Agreed:

By:_____ _____

Signature Title Date

Marco Suarez President

STATE OF TEXAS THE COUNTY OF HIDALGO

CURRENT POLICY

Purchasing Authority

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs $50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Purchasing Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

Competitive Bidding

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

Competitive Sealed Proposals

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

CURRENT POLICY

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 11, 2020

SUBJECT: Approval of Update to Board Policy CH (Local) - Purchasing and Acquisition (Second Reading)

REFERENCE: Goal 4: Financial Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Historically, the District's purchasing processes have been in accordance to the proposed practices outlined in the revision of CH (Local) being presented before the Board; however, the current policy does not clearly define the interpretations. On April 27th Administration presented the first draft revision of Policy CH (Local) in which additional recommendations were presented for a defined policy.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is recommending the revision of Board Policy CH (Local) to more accurately reflect purchasing procedures that are in place in the District and in approximately forty (40) other school districts in Texas, for purchases through Interlocal Cooperative Agreements, Interlocal Agreements, sole source vendors, and Board-approved vendors through solicitations. The proposed policy has historically been in practice in the District; however, administration recommends that the policy be revised so that these practices are clearly defined.

LEGAL REVIEW:

This proposed revision has been reviewed by both TASB Policy Services and Atlas, Hall & Rodriguez, LLP.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the update to Policy CH (Local) Purchasing and Acquisition (Second Reading).

SUBMITTED BY: Alejandra Gonzalez
Alejandra Gonzalez (May 5, 2020)

SUPERVISOR: Cynthia Medrano-Richards

For further information contact:
Name: Cynthia Medrano-Richards
Office: (956) 688-5418
eMail: cindy.richards@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: April 27, 2020

SUBJECT: Approval of Board of Education Meeting Minutes

REFERENCE: N/A

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the Official Record of Board Action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The Administration asks that the Board of Education consider approval of the attached minutes.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:
That the Board approve the minutes of the following meeting(s):

Regular Board Meeting - April 27, 2020 - 5:00 P.M.

Natalia Goza

SUBMITTED BY: Natalia Goza (May 6, 2020)

SUPERVISOR:

For further information contact:
Name: Natalia Goza
Office: 956-618-6094
eMail: natalie.goza@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools May 6, 2020