

Agenda of Regular Meeting and Public Hearing on First Amended and Restated Agreement for Limitation on Appraised Value between the District and 1PointFive Stratos, LLC and 1PointFive Stratos II, LLC, Texas Comptroller Application Number 1570, Pursuant to Chapter 313 of the Texas Tax Code, as that Statute Existed Immediately before its Expiration Pursuant to Section 313.171(a) and Public Hearing on Mineral Lease of Land

The Board of Trustees Ector County Independent School District

A Regular Meeting and Public Hearing on First Amended and Restated Agreement for Limitation on Appraised Value between the District and 1PointFive Stratos, LLC and 1PointFive Stratos II, LLC, Texas Comptroller Application Number 1570, Pursuant to Chapter 313 of the Texas Tax Code, as that Statute Existed Immediately before its Expiration Pursuant to Section 313.171(a) and Public Hearing on Mineral Lease of Land of the Board of Trustees of Ector County Independent School District will be held December 17, 2024, beginning at 6:00 PM.

The subjects to be discussed or considered are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:
Ector College Prep Middle School Students Aaliyah Aguirre and Sophia Romero
4. Invocation: Reverend Daniel Armstrong, Asbury Methodist Church
5. Special Presentations:
Recognition of Permian High School Band UIL State Marching Contest Qualifier
Introduction of School Board Christmas Card Design Winners
Announcement of Academic All-State and All-State Student-Athletes
Announcement of National Board for Professional Teaching Standards Certified Teachers
6. Opening Remarks by Superintendent
7. Public Comment
8. Public Hearing
 - A. Public Hearing on First Amended and Restated Agreement for
Limitation on Appraised Value between the District and 1PointFive Stratos,

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14. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.]
Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]

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16. Closing Remarks by Superintendent

17. Adjournment



Ector County Independent School District

Cover Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: PUBLIC HEARING ON FIRST AMENDED AND RESTATED AGREEMENT FOR LIMITATION ON APPRAISED VALUE BETWEEN THE DISTRICT AND 1POINTFIVE STRATOS, LLC AND 1POINTFIVE STRATOS II, LLC, TEXAS COMPTROLLER APPLICATION NUMBER 1570, PURSUANT TO CHAPTER 313 OF THE TEXAS TAX CODE, AS THAT STATUTE EXISTED IMMEDIATELY BEFORE ITS EXPIRATION PURSUANT TO SECTION 313.171(a)

DATE: December 17, 2024

A Public Hearing on First Amended and Restated Agreement for Limitation on Appraised Value between the District and 1PointFive Stratos, LLC and 1PointFive Stratos II, LLC, Texas Comptroller Application Number 1570, pursuant to Chapter 313 of the Texas Tax Code, as that statute existed immediately before its expiration pursuant to Section 313.171(a)

The Applicant requested the Agreement be amended to reflect the assignment to the new owners of the Project, 1PointFive Stratos, LLC and 1PointFive Stratos II, LLC, and to delay the start of the Limitation Period by a year.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: **DISCUSSION AND POSSIBLE ACTION ON THE FIRST AMENDED AND RESTATED AGREEMENT FOR LIMITATION ON APPRAISED VALUE BETWEEN THE DISTRICT AND 1POINTFIVE STRATOS, LLC AND 1POINTFIVE STRATOS II, LLC, TEXAS COMPTROLLER APPLICATION 1570, PURSUANT TO CHAPTER 313 OF THE TEXAS TAX CODE, AS THAT STATUTE EXISTED IMMEDIATELY BEFORE ITS EXPIRATION PURSUANT TO SECTION 313.171(a)**

DATE: December 17, 2024

The Applicant requested the Agreement be amended to reflect the assignment to the new owners of the Project, 1PointFive Stratos, LLC and 1PointFive Stratos II, LLC, and to delay the start of the Limitation Period by a year.

**FIRST AMENDED AND RESTATED AGREEMENT FOR LIMITATION ON
APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

by and between

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

and

1POINTFIVE STRATOS, LLC

(Texas Taxpayer ID #32092406258)

and

1POINTFIVE STRATOS II, LLC

(Texas Taxpayer ID #32092406316)

Comptroller Application #1570

Dated

September 21, 2021

Amended June 21, 2022

First Amended and Restated

December 17, 2024

**FIRST AMENDED AND RESTATED AGREEMENT FOR LIMITATION
ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

STATE OF TEXAS §

COUNTY OF ECTOR §

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this “Agreement,” is executed and delivered by and between the **ECTOR COUNTY TEXAS CITY INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **1POINTFIVE STRATOS, LLC**, Texas Taxpayer Identification Number 32092406258, and **1POINTFIVE STRATOS II, LLC**, Texas Taxpayer Identification Number 32092406316, hereinafter individually and collectively referred to as the “Applicant.” The Applicant and the District are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on February 16, 2021, the Superintendent of Schools of the Ector County Independent School District, acting as agent of the Board of Trustees of the District, received from 1PointFive P1, LLC (now known as OLCV Stratos Development, LLC by reason of name change), Texas Taxpayer Identification Number 32076631608, an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on February 16, 2021, the Board of Trustees has acknowledged receipt of the Application and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCGB (LOCAL), and agreed to consider the Application;

WHEREAS, the Application was delivered to the Texas Comptroller’s Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, the District and the Texas Comptroller’s Office have determined that the Application is complete and April 12, 2021 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Ector County Appraisal District established in Ector County, Texas (the “Appraisal District”), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller’s Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on June 21, 2021, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the Board of Trustees, by resolution dated August 17, 2021, extended the statutory deadline by which the District must consider the Application until December 31, 2021, and the Comptroller was provided notice of such extension as set out under 34 Texas Admin. Code Section 9.1054(d);

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller’s Office pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, on September 21, 2021, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on September 21, 2021, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant’s Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District’s maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant’s decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on August 30, 2021, the Texas Comptroller’s Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on September 21, 2021, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant;

WHEREAS, on May 12, 2022, and pursuant to Section 10.2 of this Agreement, Applicant requested to (i) reduce the size of the project boundary and (ii) amend **EXHIBITS 3 and 4**, accordingly, to reflect the foregoing change;

WHEREAS, the Parties notified the Texas Comptroller’s Office of the Application Amendment No. 2 and the request for Amendment No. 1 on May 18, 2022, and the Comptroller issued its notice of amended completeness, certificate and agreement approval on May 23, 2022;

WHEREAS, on June 21, 2022, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, the Board of Trustees determined that Amendment No. 1 is in the best interest of the District and the State of Texas and is consistent with and authorized by Chapter 313 of the TEXAS TAX CODE, and approved Amendment No. 1 and authorized the District’s representative to execute and deliver such Amendment No. 1 to the Applicant;

WHEREAS, on November 20, 2024, the District received from 1PointFive P1, LLC (now known as OLCV Stratos Development, LLC by reason of name change), Texas Taxpayer Identification Number 32076631608, 1PointFive Stratos, LLC, Texas Taxpayer Identification Number 32092406258, and 1PointFive Stratos II, LLC, Texas Taxpayer Identification Number 32092406316, a request that the Application be amended, and the original Agreement be amended and restated, to (1) reflect the assignment of the Application and the original Agreement in their entirety to 1PointFive Stratos, LLC and 1PointFive Stratos II, LLC, (2) move the start of the Tax Limitation Period from Tax Year 2025 to Tax Year 2026 to reflect that the Tax Year 2026 will be the first complete Tax Year that begins after the date of the commencement of Commercial Operation, (3) update the contact and notice information for the Superintendent of the District, the authorized company representative, and the company official other than the authorized company representative that will be responsible for responding to future information requests, and (4) amend the Application to update the estimates on Schedules A-1, A-2, B, and C and reflect the movement of the start of the Tax Limitation Period from Tax Year 2025 to Tax Year 2026;

WHEREAS, for Texas franchise tax purposes, Occidental Energy Marketing, Inc., Texas Taxpayer Identification Number 19430519264, is the reporting entity for the combined group which includes OLCV Stratos Development, LLC (formerly known as 1PointFive P1, LLC), 1PointFive Stratos, LLC, and 1PointFive Stratos II, LLC;

WHEREAS, the Texas Comptroller’s Office reviewed such request to amend the Application and amend and restate the original Agreement, and on December , 2024, determined that the amended Application is complete as of such date and issued and provided to the District an amended certificate for limitation on appraised value of the property described in the Application reaffirming the determinations made in the certificate for limitation on appraised value dated June 21, 2022, as amended May 23, 2022, and approving the form of this Agreement;

WHEREAS, once it is fully executed, the Applicant and the District intend for this Agreement to restate, amend, and replace the original Agreement in its entirety so that this Agreement will constitute the sole and complete agreement between the Applicant and the District concerning the subject matter herein; and

WHEREAS, on December 17, 2024, the Board of Trustees approved the form of this First Amended and Restated Agreement for Limitation on Appraised Value of Property for School

District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver this Agreement to the Applicant;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1 DEFINITIONS. Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“Applicant” means, individually and collectively, **1POINTFIVE STRATOS, LLC** (Texas Taxpayer Identification Number 32092406258) and **1POINTFIVE STRATOS II, LLC** (Texas Taxpayer Identification Number 32092406316, the entities listed in the Preamble of this Agreement and that are listed as the Applicant on the amended Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement. 1POINTFIVE STRATOS, LLC and 1POINTFIVE STRATOS II, LLC shall be jointly and severally liable for all obligations and liability under this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“Applicant’s Qualified Property” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by 1PointFive P1, LLC (now known as OLCV Stratos Development, LLC by reason of name change) (Texas Taxpayer Identification Number 32076631608) on February 16, 2021, as amended. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Ector County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Ector County Independent School District.

“Commercial Operation” means the date on which the project described in the Application becomes commercially operational and capable of being placed into service, such that such project has been constructed and is capable of producing industrial grade carbon dioxide gas (CO₂).

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Ector County, Texas.

“District” or “School District” means the Ector County Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter B of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means acts of God, war, fires, explosions, hurricanes, floods, pandemics, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise

of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing with proof of receipt within 60 business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller’s Rules, and this Agreement.

“State” means the State of Texas.

“Supplemental Payment” means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on the Applicant’s Qualified Property for maintenance and operations tax

assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.027 of the TEXAS TAX CODE.

“Tax Limitation Period” means the Tax Years for which the Applicant’s Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

“Tax Year” shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of this Agreement, the conflict shall be resolved by reference to Section 10.9.C.

“Additional Loss” shall have the same meaning as assigned to such term in Section 4.4 of this Agreement.

“Aggregate Limit” means for any Tax Year during the term of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and all previous Tax Years during the term of this Agreement, less all amounts paid by the Applicant to or on behalf of the District under Article VI for all Tax Years during the term of this Agreement that are prior to such Tax Year.

“Annual Limit” means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Section 313.027(i) of the TEXAS TAX CODE. For purposes of this Agreement, and as further provided in Article VI herein, the amount of the Annual Limit shall be equal to the greater of \$50,000 or an amount calculated for each calendar year by multiplying the District's Average Daily Attendance, as calculated pursuant to Section 48.005 of the TEXAS EDUCATION CODE based upon the District's Average Daily Attendance for the 2019-20 school year certified by the Texas Comptroller (which the Parties agree is 29,754, rounded to the nearest whole number), times \$100. The Annual Limit shall first be computed for the first Tax Year (including any partial Tax Year) of the Qualifying Time Period, which commences under this Agreement as provided in Section 2.3.C.i.

“Applicable School Finance Law” means Chapters 48 and 49 of the TEXAS EDUCATION CODE, and other applicable provisions of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE); Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to the District; and, the Constitution and general laws of the State applicable to the school districts of the State, including specifically, the applicable rules,

regulations and interpretations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State; and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future which impact or alter the calculation of the Applicant's ad valorem tax obligation or the M&O Amount in Section 4.2 of this Agreement to the District, either with or without the limitation of property values made pursuant to this Agreement.

"Applicant's Stipulated Supplemental Payment Amount" means, for purposes of Article VI, for any Tax Year during the term of this Agreement, an amount equal to twenty-five percent (25%) of the "Net Tax Benefit," as such term is defined in this Section 1.2, for such Tax Year.

"Cumulative Payments" means, for any Tax Year during the term of this Agreement, the total of all payments, calculated under Article IV, V and VI of this Agreement, for such Tax Year which are paid by or owed by the Applicant to the District, plus all payments, calculated under Article IV, V and VI of this Agreement, paid by or owed by the Applicant for all previous Tax Years during the term of this Agreement.

"Cumulative Unadjusted Tax Benefit" means, for any Tax Year during the term of this Agreement, the Unadjusted Tax Benefit for such Tax Year added to the Unadjusted Tax Benefit for all previous Tax Years during the term of this Agreement.

"M&O Amount" means the revenue protection payment required as part of this Agreement as set out in TEXAS EDUCATION CODE Section 48.256(d) and shall have the meaning assigned to such term in Section 4.2 of the Agreement.

"Maintenance and Operations Revenue" or "M&O Revenue" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE, or other lawful authority, and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under the applicable provisions of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable, less (iii) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 49 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable.

"Net Tax Benefit" means, for purposes of Article VI, for any Tax Year during the term of this Agreement, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such Tax Year if this Agreement had not been entered into by the Parties; minus (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for such Tax Year, plus (B) any payments due to the District under Articles IV and V of this Agreement for such Tax Year.

“*New M&O Revenue*” shall have the same meaning as assigned to such term in Section 4.2.A.ii of this Agreement.

“*Original M&O Revenue*” shall have the same meaning as assigned to such term in Section 4.2.A.i of this Agreement.

“*Third Party Consultant*” shall have the same meaning as assigned to such term in Section 4.5 of this Agreement.

“*Unadjusted Tax Benefit*” means, for any Tax Year during the term of this Agreement, the total of all gross tax savings calculated for such Tax Year by multiplying the amount equal to (a) the Taxable Value of the Applicant’s Qualified Property used for the District’s debt service (interest and sinking fund) property tax purposes for such Tax Year, minus (b) the Taxable Value of the Applicant’s Qualified Property used for the District’s maintenance and operations ad valorem tax purposes for such Tax Year, by the District’s maintenance and operations tax rate for such Tax Year.

ARTICLE II
AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY. This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

Section 2.2. PURPOSE. In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant’s Qualified Property listed and assessed by the County Appraiser for the District’s maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is April 12, 2021, which will be used to determine the eligibility of the Applicant’s Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is September 21, 2021.

C. The Qualifying Time Period for this Agreement:

- i. Starts on January 1, 2022, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and
- ii. Ends on December 31, 2023, the last day of the second complete Tax Year

following the Qualifying Time Period start date.

- D. The Tax Limitation Period for this Agreement:
 - i. Starts on January 1, 2026, the first complete Tax Year that begins after the date of commencement of Commercial Operation; and,
 - ii. Ends on December 31, 2035.
- E. The Final Termination Date for this Agreement is December 31, 2040.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. the Market Value of the Applicant's Qualified Property; or
- B. One Hundred Million Dollars (\$100,000,000).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.022(b) of the TEXAS TAX CODE.

Section 2.5. TAX LIMITATION ELIGIBILITY. In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$100,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$1,188.75 for all New Non-Qualifying Jobs created by the Applicant.

Section 2.6. TAX LIMITATION OBLIGATIONS. In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;

B. provide payments to the District that protect the District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V;

C. provide such Supplemental Payments as more fully specified in Article VI;

D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and

E. no additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

ARTICLE III **QUALIFIED PROPERTY**

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT. The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY. In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date Commercial Operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent,

nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE. The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(1) of the TEXAS TAX CODE as a manufacturing facility.

ARTICLE IV

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject to the limitations contained in this Agreement (including Sections 4.11 and 6.3), it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE and Section 48.256(d) of the TEXAS EDUCATION CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue resulting, at least in part, because or on account of entering into this Agreement and application of the Tax Limitation set out in Section 2.4 to Applicant's Qualified Property. Payments for such loss shall be independent of, and in addition to such other payments as set forth in Articles V and VI in this Agreement. Subject to the limitations contained in this Agreement, IT IS THE INTENT OF THE PARTIES THAT THE RISK OF ANY NEGATIVE FINANCIAL CONSEQUENCES TO DISTRICT IN MAKING THE DECISION TO ENTER INTO THIS AGREEMENT WILL BE BORNE SOLELY BY APPLICANT AND NOT BY DISTRICT. Applicant recognizes and acknowledges the calculations relating to the District's loss of Maintenance and Operations Revenue under this Agreement will be affected by changes to the timing of construction of the Project and any change to the Qualified Property. As such, Applicant acknowledges that it will bear any and all losses of Maintenance and Operations Revenue suffered by the District as a result of this Agreement, including without limitation any increase in the M&O Amount calculated under Section 4.2 to be paid to the District for losses in Maintenance and Operations Revenue resulting from any change in the timing of construction and/or any change to the Qualified Property.

The Parties expressly understand and agree that for all Tax Years to which the Tax Limitation amount set out in Section 2.4 is applied to Applicant's Qualified Property that is the subject of this Agreement, the calculation of negative financial consequences will be defined for each applicable Tax Year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may periodically change in accordance with changes in Applicable School Finance Law. The Parties further agree that printouts and projections produced during the negotiations and approval of this Agreement are: (i) for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party; (ii) based upon current Applicable School Finance Law which is subject to change by statute, by administrative regulation (or interpretation thereof), or by judicial decision at any time; and (iii) may change in future years to reflect changes in Applicable School Finance Law.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT. Subject to the provisions of Sections 4.11 and 6.3, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Approval Date and ending on the Final Termination Date (as set out in EXHIBIT 5), the “M&O Amount,” shall be determined in compliance with Applicable School Finance Law in effect for such year and according to the following formula:

A. The M&O Amount owed by Applicant to District (also known as the revenue protection payment as set out in TEXAS EDUCATION CODE Section 48.256(d)) means the Original M&O Revenue *minus* the New M&O Revenue; based on the following definitions:

- i. “Original M&O Revenue” means the total State and local Maintenance and Operations Revenue that the District would have received for such school year, calculated in accordance with TEXAS EDUCATION CODE Section 48.256(d), had this Agreement not been entered into by the Parties and the Applicant’s Qualified Property had been subject to the District’s ad valorem maintenance and operations tax without any limitation on value at the rate applicable for such Tax Year. For purposes of this calculation, the Third Party Consultant (as defined in Section 4.5) will base its calculations upon (1) the total Taxable Values for each applicable Tax Year as certified by the Appraisal District for all taxable accounts in the District for the District's maintenance and operations ad valorem tax purposes, save and except for the Applicant's Qualified Property subject to this Agreement, plus (2) the total Taxable Values for such applicable Tax Year as certified by the Appraisal District for the Applicant's Qualified Property subject to this Agreement for the District's debt service (interest and sinking fund) ad valorem tax purposes (which total Taxable Values for the Applicant's Qualified Property subject to this Agreement shall be used in lieu of the total Taxable Values for such applicable Tax Year as certified by the Appraisal District for the Applicant's Qualified Property subject to this Agreement for the District's maintenance and operations ad valorem tax purposes).
- ii. “New M&O Revenue” means the total State and local Maintenance and Operations Revenue that the District would have received for such school year, calculated in accordance with TEXAS EDUCATION CODE Section 48.256(d), with the Limitation Amount specified in Section 2.4 applied to Applicant’s Qualified Property.

B. In making the calculations for the M&O Amount required by this Section 4.2 of this Agreement:

- i. The Taxable Value of property for each school year will be determined under Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant’s Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 4.2 results in a negative number, the negative number will be considered to be zero.

- iv. For all calculations made for any year during the Tax Limitation Period under this Section 4.2, the New M&O Revenue will reflect the Tax Limitation Amount stated in Section 2.4 for such year.
- v. As applicable, the methodology for the calculations made under this Section 4.2 shall include the limited values as set forth in other existing limitation agreements, if any.

Section 4.3. STATUTORY CHANGES AFFECTING M&O REVENUE. Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Sections 4.11 and 6.3 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State or another school district, pursuant to Chapter 49 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable, because of the District’s participation in this Agreement, Applicant shall make payments to District, up to the M&O Amount limit set forth in this Agreement that are necessary to offset any negative impact on the District as a result of its participation in this Agreement.

Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES. To the extent not included in the amounts calculated pursuant to Section 4.2 above, Applicant shall also pay to or on behalf of the District on an annual basis all M&O Revenue losses, and other costs as they are incurred by the District that arise from entering this Agreement (the “Additional Loss”), including without limitation to: (a) any loss incurred by the District resulting from a judicial challenge to this Agreement; (b) any reasonable attorneys’ fees or other costs incurred by the District due to any amendment, audit, legal defense or enforcement of this Agreement brought by or against either party or person or entity, irrespective of whether or not this Agreement or any interpretation thereof by the District is ultimately determined to be valid; and (c) any non-reimbursed reasonable costs or fees incurred by the District and reasonably necessary to administer or maintain this Agreement, either directly or indirectly, including costs paid to the Appraisal District based on the values of the Qualified Property used for the District’s debt service (interest and sinking fund) that exceeds the Tax Limitation Amount provided in Section 2.4 herein. Notwithstanding anything to the contrary in Section 4.8, payment for such Additional Loss shall be made by Applicant no later than 30 days following written notice that such Additional Loss is due and owing, together with supporting calculations by the Third Party Consultant and copies of invoices (redacted as needed) for any such non-reimbursed costs and fees paid.

Section 4.5. CALCULATIONS TO BE MADE BY THIRD PARTY CONSULTANT. All calculations under this Agreement shall be made annually by an independent third party consultant (the “Third Party Consultant”) selected and appointed each year by the District.

Section 4.6. DATA FOR CALCULATIONS. The calculations for payments under this Agreement shall be initially based upon the valuations placed upon all taxable property in the District,

including the Applicant's Qualified Property by the Ector County Appraisal District in its annual certified appraisal roll submitted to the District pursuant to TEXAS TAX CODE § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party Consultant selected under Section 4.5. The certified appraisal roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party Consultant to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party Consultant shall be adjusted from time-to-time by the Third Party Consultant to reflect actual amounts, subsequent adjustments by the Ector County Appraisal District to the District's certified appraisal roll, or any other changes in student counts, tax collections, or other applicable data.

Section 4.7. DELIVERY OF CALCULATIONS. On or before November 1 of each year for which this Agreement is effective, the Third Party Consultant appointed pursuant to Section 4.5 shall forward to the Parties a certification containing the calculations required under Articles IV, V and VI of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party Consultant shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party Consultant's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party Consultant shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party Consultant shall preserve all documents pertaining to the calculation and fee for a period of four (4) years after payment. The Applicant shall not be liable for any of Third Party Consultant's costs resulting from a review or audit of the Third Party Consultant's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Third Party Consultant pursuant to Section 4.8, if such fee is timely paid.

Section 4.8. PAYMENT BY APPLICANT. The Applicant shall pay any amount determined by the Third Party Consultant to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party Consultant for all calculations under this Agreement under Section 4.7, above, plus any unpaid amount due and owing under Section 4.4, or incurred by the District to its attorneys, auditors or financial consultants for the preparation and filing of any financial reports, disclosures, or tax credit or other reimbursement application filed with or sent to the State of Texas which are, or may be, required under the terms or because of the execution of this Agreement. Notwithstanding the foregoing, for no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses to the Third Party Consultant under this Section 4.8 and Section 4.7, above, in excess of Fifteen Thousand Dollars (\$15,000.00). Payment for all amounts due and owing not made on or before the January 31 or any amount invoiced by or on behalf of the District and not paid within 30 days from the due date

shall be considered delinquent. For delinquent payments, the Applicant shall be subject to penalty and interest in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE. Penalties on said amounts shall be calculated in accordance with Section 33.01(a) of the Texas Tax Code, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the Texas Tax Code, or its successor statute.

Section 4.9. RESOLUTION OF DISPUTES. Should the Applicant disagree with the certification containing the calculations prepared and delivered pursuant to Section 4.7, the Applicant may appeal the findings, in writing, to the Third Party Consultant within fifteen (15) District business days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.7 for purposes of auditing or reviewing the information in connection with the certification. Within ten (10) District business days of receipt of the Applicant's appeal, the Third Party Consultant will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees. Any such appeal by the Applicant of the final determination of the Third Party Consultant may be made, in writing, to the District's Board of Trustees within fifteen (15) District business days of the Applicant's receipt of the Third Party Consultant's final determination of the certification containing the calculations in accordance with District Policy GF (LOCAL). Applicant shall timely make all payments as required by this Agreement. Applicant's obligation under Section 4.8 to make any payments to the District pursuant to Consultant's final determination shall not abate during any appeal of Consultant's final determination under this Section 4.9.

Section 4.10. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If at the time the Third Party Consultant selected and appointed under Section 4.5 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved, the Third Party Consultant shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. If as a result of an appeal or for any other reason the Taxable Value of the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party Consultant who shall immediately issue new calculations required by this Agreement for the applicable year or years using the new Taxable Value. Upon completion of the new calculations, the Third Party Consultant shall transmit the new calculations to the Parties. In the event the new calculations result in a change of any amount paid or payable by the Applicant under this Agreement, the Party owing funds to the other Party shall pay any amounts owed within thirty (30) days of receipt of the new calculations from the Third Party Consultant.

Section 4.11. CUMULATIVE PAYMENT LIMITATION. Notwithstanding anything contained in this Agreement to the contrary, in no event shall the Cumulative Payments calculated for a Tax Year of this Agreement during the period from the second Tax Year of the Tax Limitation Period (Tax Year 2027) and ending with and including the Tax Year 2036, which is the first Tax Year following the end of the Tax Limitation Period, exceed an amount equal to One Hundred Percent (100%) of

the Applicant's Cumulative Unadjusted Tax Benefit for such Tax Year. For each Tax Year of this Agreement, amounts otherwise due and owing by the Applicant to the District which, by virtue of the application of the payment limitation set forth in this Section 4.11, are not payable to the District for such Tax Year, shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, but shall be subject, in each subsequent Tax Year, to the limit set forth in this Section 4.11. Any of the Cumulative Payments which cannot be paid to the District prior to the end of the third Tax Year following the end of the Tax Limitation Period (*i.e.*, the Tax Year 2036) because such payment would exceed the Applicant's Cumulative Unadjusted Tax Benefit under this Agreement will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES

Section 5.1. EXTRAORDINARY EXPENSES. In addition to the amounts determined pursuant to Article IV or Article VI of this Agreement, Applicant on an annual basis shall also indemnify and reimburse District for the following:

All non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project proposed by the Applicant that are not directly funded in state aid formulas, including, without limitation, expenses for the purchase or lease of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the Project.

Section 5.2. PAYMENTS. Payments of amounts due under this Article shall be made as set forth in Section 4.8 above.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. SUPPLEMENTAL PAYMENTS. Applicant shall make Supplemental Payments to the District, as set out in this Article VI. The Supplemental Payments made to the District are in addition to any payments the District is entitled to receive under Articles IV and V. The Supplemental Payments to the District shall not exceed the Supplemental Payment Limitation set out in Section 6.2 below, starting with the first complete or partial year of the Qualifying Time Period, and continuing through the 3rd year following the end of the Tax Limitation Period.

Section 6.1.1 ANNUAL CALCULATION OF APPLICANT'S STIPULATED SUPPLEMENTAL PAYMENT AMOUNT—SUBJECT TO AGGREGATE LIMIT. For any Tax Year during the term of this Agreement, the District shall be entitled to receive Supplemental Payments that do not exceed the lesser of:

A. the "Applicant's Stipulated Supplemental Payment Amount," as such term is defined

in Section 1.2. for such Tax Year; or,

B. the “Aggregate Limit,” as such term is defined in Section 1.2, for such Tax Year.

Section 6.1.2 ANNUAL CALCULATION OF APPLICANT'S STIPULATED SUPPLEMENTAL PAYMENT AMOUNT. The Parties agree that for each Tax Year of this Agreement, beginning with the first complete or partial year of the Qualifying Time Period, which commences under this Agreement as provided in Section 2.3.C.i, the Applicant's Stipulated Supplemental Payment Amount, described in Section 6.1.1, will annually be calculated based upon the then most current estimate of tax savings to the Applicant, which will be made, based upon assumptions of student counts, tax collections, and other applicable data, in accordance with the following formula:

Taxable Value of the Applicant's Qualified Property for such Tax Year had this Agreement not been entered into by the Parties (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's interest and sinking fund tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Minus

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's maintenance and operations tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Multiplied by

The District's maintenance and operations tax rate for such Tax Year, or the applicable school tax rate of any other governmental entity, including the State of Texas, for such Tax Year;

Minus

Any amounts previously paid to the District under Articles IV and V with respect to such Tax Year:

Multiplied by

The number 0.25;

Minus

Any amounts previously paid to the District under this Article VI with respect to such Tax Year.

In the event that there are changes in the data upon which the calculations set forth herein are

made, the Third-Party Consultant described in Section 4.5, above shall adjust the Applicant's Stipulated Supplemental Payment Amount calculation to reflect such changes in the data.

Section 6.1.3 CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT AND APPLICATION OF AGGREGATE LIMIT. For each Tax Year of this Agreement beginning with the first complete or partial year of Tax Year that includes the date on which the Qualifying Time Period commences under this Agreement as provided in Section 2.3.C.i, and ending on December 31st of the third Tax Year following the end of the Tax Limitation Period, the District shall not be entitled to receive Supplemental Payments, computed under Sections 6.1 and 6.2, that exceed the Aggregate Limit.

If, for any Tax Year during the term of this Agreement, the amount of the Applicant's Stipulated Supplemental Payment Amount, calculated under Sections 6.1 and 6.2 for such Tax Year exceeds the Aggregate Limit for such Tax Year, the difference between the Applicant's Stipulated Supplemental Payment Amount so calculated and the Aggregate Limit for such Tax Year shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, and to the extent not limited by the Aggregate Limit in any subsequent Tax Year during the term of this Agreement, shall be paid to the District. If there are changes in Chapter 313 of the Texas Tax Code that increase or decrease the limit on the amount of the Supplemental Payments that may be made to or on behalf of the District by the Applicant under this Article VI, any higher or lower amount of Supplemental Payments that first became due hereunder prior to the effective date of any such statutory change will not be adjusted.

Any of the Applicant's Stipulated Supplemental Payment Amounts which cannot be paid to the District prior to the end of the third Tax Year following the end of the Tax Limitation Period because such payment would exceed the Aggregate Limit, will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

Section 6.1.4 CALCULATION OF SUPPLEMENTAL PAYMENTS TO THE DISTRICT.

A. All calculations required by this Article VI, including but not limited to: (i) the calculation of the Applicant's Stipulated Supplemental Payment Amount; (ii) the determination of both the Annual Limit and the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of Supplemental Payments eligible to be paid to the District by the Applicant, and (iv) the carry forward and accumulation of any of the Applicant's Stipulated Supplemental Payment Amounts unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party Consultant selected and appointed pursuant to Section 4.5.

B. The calculations made by the Third-Party Consultant shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.7.

C. The payment of all amounts due under this Article VI shall be made as set forth in Section 4.8.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in Average Daily Attendance, as defined by Section 48.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C.i. and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Applicant.

B. Supplemental Payments may only be made during the period starting with the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

C. The limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of (i) \$50,000 or (ii) \$100 multiplied by the District’s Average Daily Attendance as calculated pursuant to Section 48.005 of the TEXAS EDUCATION CODE, based upon the District’s 2019-20 Average Daily Attendance of 29,754, rounded to the whole number.

Section 6.3. ANNUAL LIMITATION. Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning with the second Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District’s actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then such excess amount of payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be deferred and carried forward from year to year, and to the extent not limited by this Sections 4.11 and 6.3 in any subsequent Tax Year during the term of this Agreement, shall be paid to the District. Subject to the requirements of Section 7.1, any such deferred and carried forward excess which cannot be paid to the District on or before the Final Termination Date of this Agreement will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

Section 6.4. OPTION TO TERMINATE AGREEMENT. In the event any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with

respect to a Tax Year is subject to a deferral in accordance with the provisions of Section 6.3, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with respect to which a deferral under Section 6.3 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 6.4 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the deferral giving rise to the option occurred. Additionally, in the event that prior to the beginning of the Tax Limitation Period, the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, prior to the beginning of the Tax Limitation Period, to terminate this Agreement by notifying the District in writing of its exercise of such option. Any termination of this Agreement under the immediately preceding sentence shall be effective immediately upon giving such written notice to the District.

ARTICLE VII
ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate, pursuant to Section 6.3 regarding the annual limitation of payments and Section 6.4 regarding the option to terminate, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII
ADDITIONAL OBLIGATIONS OF APPLICANT

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 8.2. REPORTS. In order to receive and maintain the limitation authorized by Section 2.4

in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS. During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS. Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations, or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW. The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than ninety-six (96) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR. By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non-Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed

this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT. The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a “Material Breach”):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent

and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this

Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and,

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a “Determination of Breach and Notice of Contract Termination”) and provide a copy to the Comptroller.

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee’s Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have thirty (30) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within thirty (30) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Ector County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator’s fees and expenses and the Applicant shall bear one-half of such mediator’s fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys’ fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Ector County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the thirty (30) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 6.4 and 7.1 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the thirty (30) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 9.5. LIMITATION OF OTHER DAMAGES. Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$100,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS. Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the

Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

To the District:

Ector County Independent School District
Attn: Dr. Keeley Boyer, Interim Superintendent
(or the successor Superintendent)
802 N. Sam Houston
Odessa, TX 79761
Phone #: (432) 456-9879
Fax #: (432) 456-9878
Email: kelley.boyer@ectorcountyisd.org

With a copy to:

Underwood Law Firm, P.C.
Attn: Fred Stormer
500 South Taylor, LB 233, Suite 1200
Amarillo, TX 79101
Phone #: (806) 379-0306
Fax #: (806) 379-0316
Email: fred.stormer@uwlaw.com

And:

CG Strategies LLC
Attn: Chris Grammer, Managing Partner
PO Box 161152
Austin, Texas 78716
Phone #: (512) 914-1328
Email: chris@cgstrategiesllc.com

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

To Applicant:

Michael Avery, President
1PointFive Stratos, LLC
1PointFive Stratos II, LLC
5 Greenway Plaza, Suite 110
Houston, TX 77046
Phone: (713) 215-7000
Email: Michael_Avery@oxy.com

With a copy to:

Trey Fournier, Director of Projects
1PointFive Stratos, LLC
1PointFive Stratos II, LLC
5 Greenway Plaza, Suite 110
Houston, TX 77046
Phone: (713) 215-7000
Email: Trey_Fournier@oxy.com

And:

Occidental Petroleum Corporation
Attn: Property & Excise Tax
5 Greenway Plaza, Suite 110
Houston, TX 77046
Phone: (713) 840-3022
Email: Michael_Horne@oxy.com

And:

1PointFive Stratos, LLC
1PointFive Stratos II, LLC
Attn: Legal, Commercial Development &
Operations
5 Greenway Plaza, Suite 110
Houston, TX 77046
Phone: (713) 215-7000
Email: OLCV_Deals@oxy.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District’s Board of Trustees, the Application and this Agreement may only be amended according to the following:

- i. The Applicant shall submit to the District and the Comptroller:
 - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
 - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
 - c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
- ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller’s Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
- iii. If the Comptroller has not denied the request, the District’s Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make

the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

Section 10.4. MERGER. This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 10.5. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Ector County, Texas.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.7. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms,

provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term “Law” shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.9. INTERPRETATION.

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words “include,” “includes,” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase “, but not limited to,”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller’s Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller’s Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

Section 10.10. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller’s Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller’s website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS. The Applicant shall immediately notify the District and the Comptroller’s office in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

Section 10.13. DUTY TO DISCLOSE. If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant’s duty to disclose continues throughout the term of this Agreement.

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District’s local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter,

any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION. Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

- B. Delivery is deemed complete as follows:
- i. When delivered if delivered personally or sent by express courier service;
 - ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
 - iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
 - iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

[signatures follow on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this ____ day of December, 2024.

1POINTFIVE STRATOS, LLC

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

1POINTFIVE STRATOS II, LLC

ATTEST:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

Ector County is a designated enterprise zone, based on poverty level. See link to Enterprise Zone Finder on this page <https://gov.texas.gov/business/page/texas-enterprise-zone-program> and map below.

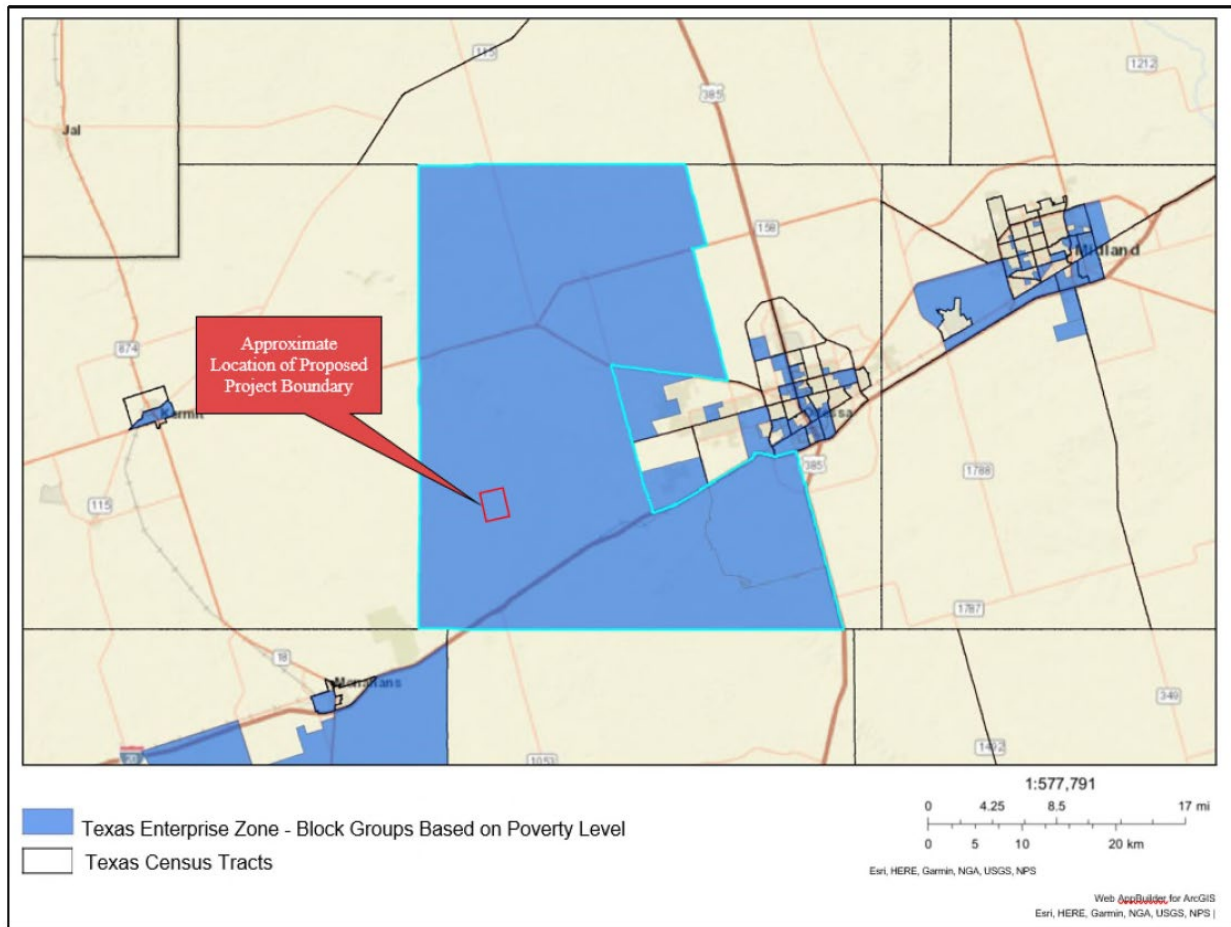


EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

All Qualified Property owned by the Applicant is located within the boundaries of the project area, Ector County Independent School District, Ector County and the Enterprise Zone, as depicted in **EXHIBITS 1, 3 and 4.**

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

The Applicant's DAC facility, the largest of its kind in the world, would be capable of removing approximately 500 kilotons of atmospheric CO₂ per year. The Project would be constructed on approximately 1,600 acres at a site known as the Shoe Bar Ranch in Ector County and would be located entirely within the boundaries of Ector County Independent School District.

There are four major process components associated with the Project:

- Air Contactor
- Pellet Reactor
- Pellet Calciner
- Slaker/Hydrator

Eligible ancillary and necessary equipment would include the following:

- Pellet Separator and Washing
- Pellet Dryer
- CO₂ Purifier and Compressor
- Cooling System
- Compressors
- Evaporators
- Pumps
- Electrical and Instrumentation Controls
- New Piping
- Water Treatment Facility
- Operations, Maintenance, Measurement, and Monitoring Buildings

Additional equipment and components would be defined during detail design and procured by the EPCM contractor.

The construction of the plant would include site preparation and earthworks, installation of foundations and supports, fabrication of major equipment and transportation to site, integration of modules and interconnecting works (i.e. piping, electrical, controls), erection of buildings and support infrastructure, utility interconnections, commissioning and start-up, production ramp-up, and handover to operations.

MAP OF QUALIFIED INVESTMENT



EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

1PointFive's DAC facility, the largest of its kind in the world, would be capable of removing approximately 500 kilotons of atmospheric CO₂ per year. The Project would be constructed on approximately 1,600 acres at a site known as the Shoe Bar Ranch in Ector County and would be located entirely within the boundaries of Ector County Independent School District.

There are four major process components associated with the Project:

- Air Contactor
- Pellet Reactor
- Pellet Calciner
- Slaker/Hydrator

Eligible ancillary and necessary equipment would include the following:

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- CO₂ Purifier and Compressor
- Cooling System
- Compressors
- Evaporators
- Pumps
- Electrical and Instrumentation Controls
- New Piping
- Water Treatment Facility
- Operations, Maintenance, Measurement, and Monitoring Buildings

Additional equipment and components would be defined during detail design and procured by the EPCM contractor.

The construction of the plant would include site preparation and earthworks, installation of foundations and supports, fabrication of major equipment and transportation to site, integration of modules and interconnecting works (i.e. piping, electrical, controls), erection of buildings and support infrastructure, utility interconnections, commissioning and start-up, production ramp-up, and handover to operations.

MAP OF QUALIFIED PROPERTY



First Amended and Restated Agreement for Limitation on Appraised Value
 Between Ector County ISD and 1PointFive Stratos, LLC and 1PointFive Stratos
 II, LLC
 (App. No. 1570), December 17, 2024
 Exhibit 4

Texas Economic Development Act Agreement
Comptroller Form 50-826 (October 2020)

**EXHIBIT 5
AGREEMENT SCHEDULE**

	<u>Year of Agreement</u>	<u>Date of Appraisal</u>	<u>School Year</u>	<u>Tax Year</u>	<u>Summary Description</u>
Limitation Pre-Years	0	January 1, 2021	2021-22	2021	QTP Pre Year
	QTP 1	January 1, 2022	2022-23	2022	QTP year 1, begins January 1, 2022
	QTP 2	January 1, 2023	2023-24	2023	QTP year 2, ends December 31, 2023
	Gap Year	January 1, 2024	2024-25	2024	No appraisal limitation
	Gap Year	January 1, 2025	2025-26	2025	No appraisal limitation
Limitation Period (10 Years)	1	January 1, 2026	2026-27	2026	\$100 million appraisal limitation
	2	January 1, 2027	2027-28	2027	\$100 million appraisal limitation
	3	January 1, 2028	2028-29	2028	\$100 million appraisal limitation
	4	January 1, 2029	2029-30	2029	\$100 million appraisal limitation
	5	January 1, 2030	2030-31	2030	\$100 million appraisal limitation
	6	January 1, 2031	2031-32	2031	\$100 million appraisal limitation
	7	January 1, 2032	2032-33	2032	\$100 million appraisal limitation
	8	January 1, 2033	2033-34	2033	\$100 million appraisal limitation
	9	January 1, 2034	2034-35	2034	\$100 million appraisal limitation
	10	January 1, 2035	2035-36	2035	\$100 million appraisal limitation
Maintain a Viable Presence (5 Years)	11	January 1, 2036	2036-37	2036	No appraisal limitation; must maintain a viable presence
	12	January 1, 2037	2037-38	2037	No appraisal limitation; must maintain a viable presence
	13	January 1, 2038	2038-39	2038	No appraisal limitation; must maintain a viable presence
	14	January 1, 2039	2039-40	2039	No appraisal limitation; must maintain a viable presence
	15	January 1, 2039	2040-41	2040	No appraisal limitation; must maintain a viable presence



Ector County Independent School District

Cover Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: PUBLIC HEARING ON MINERAL LEASE OF LAND

DATE: December 17, 2024

Pursuant to Section 71.004 of the Natural Resource Code, ECISD is conducting a Public Hearing on the lease of land for mineral exploration and sale. Bids received by the District will be received and considered by the Board. The Board may award the lease to the highest and best bidder or reject all bids.

- ECISD board of trustees approved a resolution to consider land lease and authorizing sale of minerals on 10/15/24.
- ECISD gave notice of the intention to lease the land by advertising in the newspaper for three weeks and released a Request for Proposals on 10/28/2024 to receive bids by 11/20/24 for **RFP 25-10 Request for Oil and Gas Lease Proposal** for certain designated District-owned properties.
- Properties included were:

Dowling ES: 15.96 acres out of west part of Section 23, Block 42, T-2-S Survey, as described in deed dated October 5, 1951 recorded at Vol 163, Page 498, Ector County Deed Records
YMCA (not ECISD property, so n/a): 10.87 acres out of N/2 of Section 24, Block 42, T-2-S, T&P RR Co Survey, as described in deed dated April 23, 1956 recorded at Vol 257, Page 526, Ector County Deed Records
Gonzales ES: 12.05 acres out of S/2 of Section 24, Block 42, T-2-S, T&P RR Co Survey, as described in deed dated April 23, 1956 recorded at Vol 257, Page 519, Ector County Deed Records
Blackshear ES: 20.29 acres out of NW/4 of Section 35, Block 42, T- 2-S, T&P RR Co. Survey as described in deed dated September 30, 1947 recorded in Vol 111, Page 515, Ector County Deed Record
Frost ATC Property: 5.00 acres out of Section 26, Block 42, T-2- S, T&P RR Co. Survey as described in deed dated June 12, 1954 recorded in Vol 210, Page 63, Ector County Deed Records

- 57 vendors were invited to bid
- A virtual opening of the bids took place on 11/20/24
- Six vendors reviewed the bid, and only one submitted a bid
- The bid(s) were scored on 11/21/24.

DAVID H. ARRINGTON OIL COMPANY, LLC

500 West Wall, Suite 300

Midland, Texas 79701

432 -682-6685

November 19, 2024

Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761

Re: Response to RFP #25-10 – Request for Oil and Gas Lease Proposal (“RFP”)

To whom it may concern,

The following is the response of David H. Arrington Oil Company, LLC (“**DHAOC**”) to the RFP.

51

To summarize our response, DHAOC respectfully submits a bid to lease the tracts described in the RFP to the following terms described below:

Tract 1 – Dowling Elementary

- Bonus of \$3,500 per acre – 15.96 net acres x \$3,500 per acre = **\$55,860** total bonus;
- Royalty rate of 25%; and
- Term of three years.

Tract 2 – 10.87 acres

- Our records show that ECISD does not own any mineral interest in this tract, but if it is determined that ECISD does own any mineral interest we would offer the same terms as tract 1.

Tract 3 – 12.05 acres

- Our records show that ECISD only has executive rights to execute a lease but does not have any rights to the bonus or royalty that come from the lease. Therefore, the proposed bid on this tract includes a **\$20,000** administrative fee to ECISD for the execution of a lease on this tract.

Tract 4 – Blackshear Elementary

- Bonus of \$3,500 per acre – 20.29 net acres x \$3,500 per acre = **\$71,015** total bonus;
- Royalty rate of 25%; and
- Term of three years.

Tract 5 – Administrative Offices

- Bonus of \$3,500 per acre – 1.25 net acres x \$3,500 per acre = **\$4,375** total bonus;
- Royalty rate of 25%; and
- Term of three years.

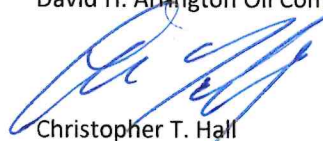
Total Bonus offer for all tracts: \$151,250

Enclosed you will find the following items as requested by the RFP:

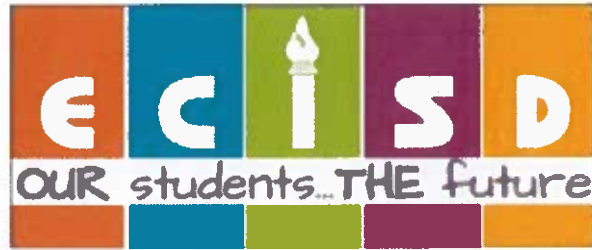
1. Confidential Map showing DHAOC current acreage position around bid acreage;
2. Commercial References;
3. Name, address, and contact information for DHAOC;
4. Oil, Gas, and Mineral leases with other Governmental entities in Texas;
5. Documentation to show your legal rights to do business in the State of Texas;
6. Biographies of principals of DHAOC;
7. Summary of drilling and production experience; and
8. Summary of State of Texas violations.

Should you have any questions or need clarification please contact the undersigned at (432) 262-7303 or by email at chris.hall@arringtonoil.com.

Very truly yours,
David H. Arrington Oil Company, LLC



Christopher T. Hall
Senior Landman



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

**SUBJECT: REQUEST FOR APPROVAL TO AWARD THE MINERAL LEASE TO
DAVID H. ARRINGTON OIL COMPANY, LLC**

53

DATE: December 17, 2024

ECISD has received inquiries expressing interest to explore certain District-owned properties for minerals (oil and gas and other). Pursuant to Chapter 71 of the Texas Natural Resources Code, ECISD followed the requirements noted therein.

ECISD recommends the Board authorize negotiation and potential execution of a contract for the mineral lease and drilling. The resolution adopted on October 15, 2024 authorizes the Board President to negotiate and execute a lease after Board approval, therefore an additional resolution is not required.

Administrative Recommendation:
Award of Mineral Lease

RFP 25-10 - Request for Oil and Gas Lease Proposal

- **Purpose:** The solicitation was issued by ECISD, in accordance with Chapter 71 of the Natural Resources Code, to find potential suppliers to lease mineral development on land owned by ECISD.
- **Background Info:** The Ector County Independent School District (ECISD) in Ector County, Texas has received inquiries from prospective oil and gas companies as to whether ECISD would consider leasing the minerals underlying the properties for oil and gas exploration.
- **Revenue:** The district will receive both guaranteed bonus funds and additional funds if extraction occurs.
- **Funding Source:** 199 - General funds or Local Special Revenue Fund
- **Recommended Supplier/Service Provider:**

David H. Arrington Oil Company, LLC

This award is subject to both parties agreeing to the terms of the leases. If terms cannot be reached between both parties, the district reserves the right to issue a new solicitation.

Board Approval

Date

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS
 RFP 25-10 - Request for Oil and Gas Lease Proposal
SCORE SHEET
 Closed: November 20, 2024 1:00PM

Consolidated

Criteria	Suppliers
	David H. Arrington Oil Company, LLC
Evaluator 1	90
Evaluator 2	95
Evaluator 3	85
Total	270
Average	90

**RESOLUTION OF THE BOARD OF TRUSTEES OF
ECTOR COUNTY INDEPENDENT SCHOOL
DISTRICT**

WHEREAS, the Board of Trustees (“Board”) of the Ector County Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools of the District and in the name of the District to acquire and hold real and personal property; and

WHEREAS, the Board is authorized by Texas Education Code § 11.153 to sell minerals in land belonging to the District to any person. The sale must be authorized by a resolution adopted by majority vote of the board; and

WHEREAS, the Board is authorized by Natural Resources Code Sections 71.002 and 71.003 to lease land owned by the District for mineral development; and

WHEREAS, the Board determines that it is advisable to lease land belonging to the District for mineral development and sale; and

56

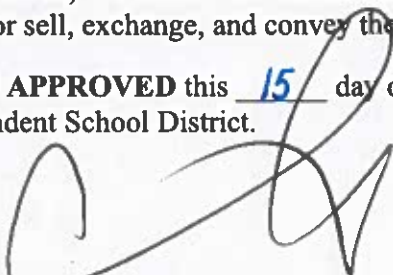
WHEREAS, pursuant to Natural Resources Code § 71.005, the Board is required to give public notice of its intention to lease the land.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT:

RESOLVED, the Board of Trustees hereby is giving public notice of its intention to lease certain land owned by the District for mineral development and sale. The Board directs the Superintendent or designee to cause the notice to be published once a week for three consecutive weeks in the Odessa American newspaper in compliance with Natural Resources Code § 71.005.

RESOLVED, the Board authorizes Board President to negotiate the specific terms of any potential lease or sell, exchange, and convey the minerals and to execute a mineral lease or deed.

PASSED AND APPROVED this 15 day of October 2024 by the Board of Trustees for the Ector County Independent School District.

By: 
Chris, Board President


Attest: Dr. Steve Brown, Board Secretary



BOND 2023 UPDATE

Interim Superintendent and Board of Trustees will discuss various aspects of the 2023 Bond.



BOND 2023

School Board Update
December 17, 2024





PROJECT IMPLEMENTATION

Ector County ISD

CTE



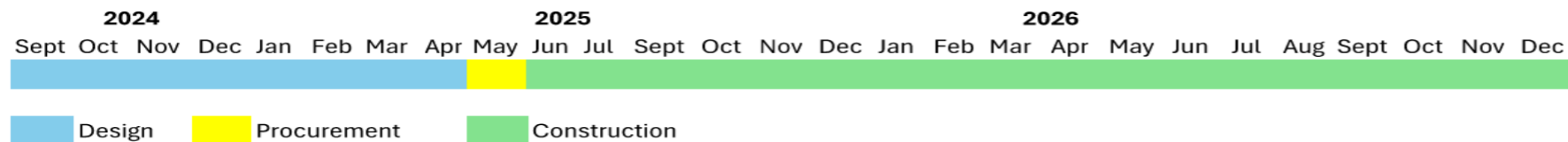
CONSTRUCTION UPDATE

DESIGN

- Received 25% Construction Documents
- Estimates due on 1/10/2025
- Detailed Schedule due mid-January

COST SUMMARY	
Budget:	\$90,023,122
Encumbrance:	\$4,877,477
Actual:	\$1,283,547
Available:	\$83,852,098
Percentage Complete:	1%

CTE Schedule



December 2024

Ector County ISD

Middle School

DIFFERENT FROM THE GROUND UP

CONSTRUCTION UPDATE

DESIGN

- Evaluate Bids and Produce GMP
- GMP presented to BOT on 12/17/2024
- Construction to start January 2025

COST SUMMARY

Budget:	\$120,794,898
Encumbrance:	\$4,960,572
Actual:	\$4,561,902
Available:	\$111,272,424
Percentage Complete:	4%



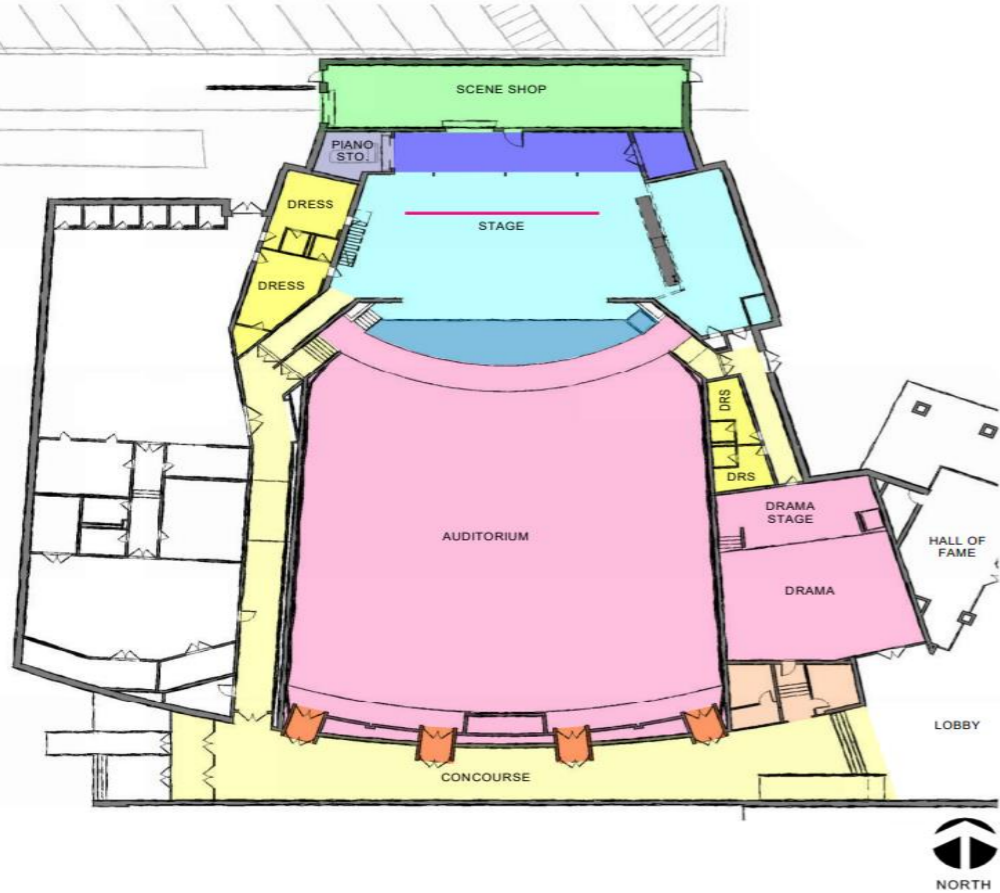
Middle School



December 17, 2024

Ector County ISD

Permian HS Auditorium Renovations



- ADDITION: 2-STORY SCENE SHOP
- PIANO STORAGE
- RENOVATED BACK-OF-STAGE; 2-STORY
- STAGE MODIFICATIONS:
REPLACE FLOORING, CURTAINS, LIGHTING AND AV
- REPLACE MEZZANINE CATWALK
- ADD STAGE APRON WITH REMOVABLE FLOOR TO ORCHETRA PIT
- DRESSING ROOM FINISH UPGRADES
- CORRIDOR FINISH UPGRADES
- AUDITORIUM & DRAMA THEATER UPDATES:
- NEW SEATING, FLOORING, CEILING AND PAINT
- ACOUSTICAL UPGRADES
- ENCLOSED SOUND BOOTH
- NEW LIGHTING THROUGHOUT
- RENOVATED OFFICES
- ADDED "LIGHT LOCK" VESTIBULES FROM CONCOURSE TO AUDITORIUM
- LED BACK-DROP:
ADD-ALTERNATE

Construction Update

Design

Designs have been submitted to Teinert for them to provide an estimate.

On-Site Activity

Surveying and geotechnical drilling samples are complete

COST SUMMARY		62
Budget	\$12,500,000.00	
Encumbrance	\$690,098.00	
Actual	\$119,531.00	
Available	\$11,690,371.00	
Percentage Complete		1.00%

July 2024 – January 2025
Design



January – May 2025
Procurement



May 2025 – May 2026
Construction

December 17, 2024

Ector County ISD

Permian JROTC Facility



Construction Update

Design

Schematic Design has been approved and project is now in the Design Development phase.

On-Site Activity

Surveying and geotechnical drilling samples are complete

COST SUMMARY

	63
Budget	\$1,500,000.00
Encumbrance	\$105,913.00
Actual	\$15,609.00
Available	\$1,378,478.00
Percentage Complete	1.00%

August 2024 –
January 2025
Design



January – March
2025
Procurement



April 2025 –
January 2026
Construction

December 17, 2024

Ector County ISD

Transition Learning Center



June –
December 2024
Design



December 2024
– January 2025
Procurement



January 2025 –
December 2026
Construction

Construction Update

Design

Project is still in Schematic Design phase awaiting committee approval

On-Site Activity

Surveying/Civil Engineering are being scheduled for site of the new facility

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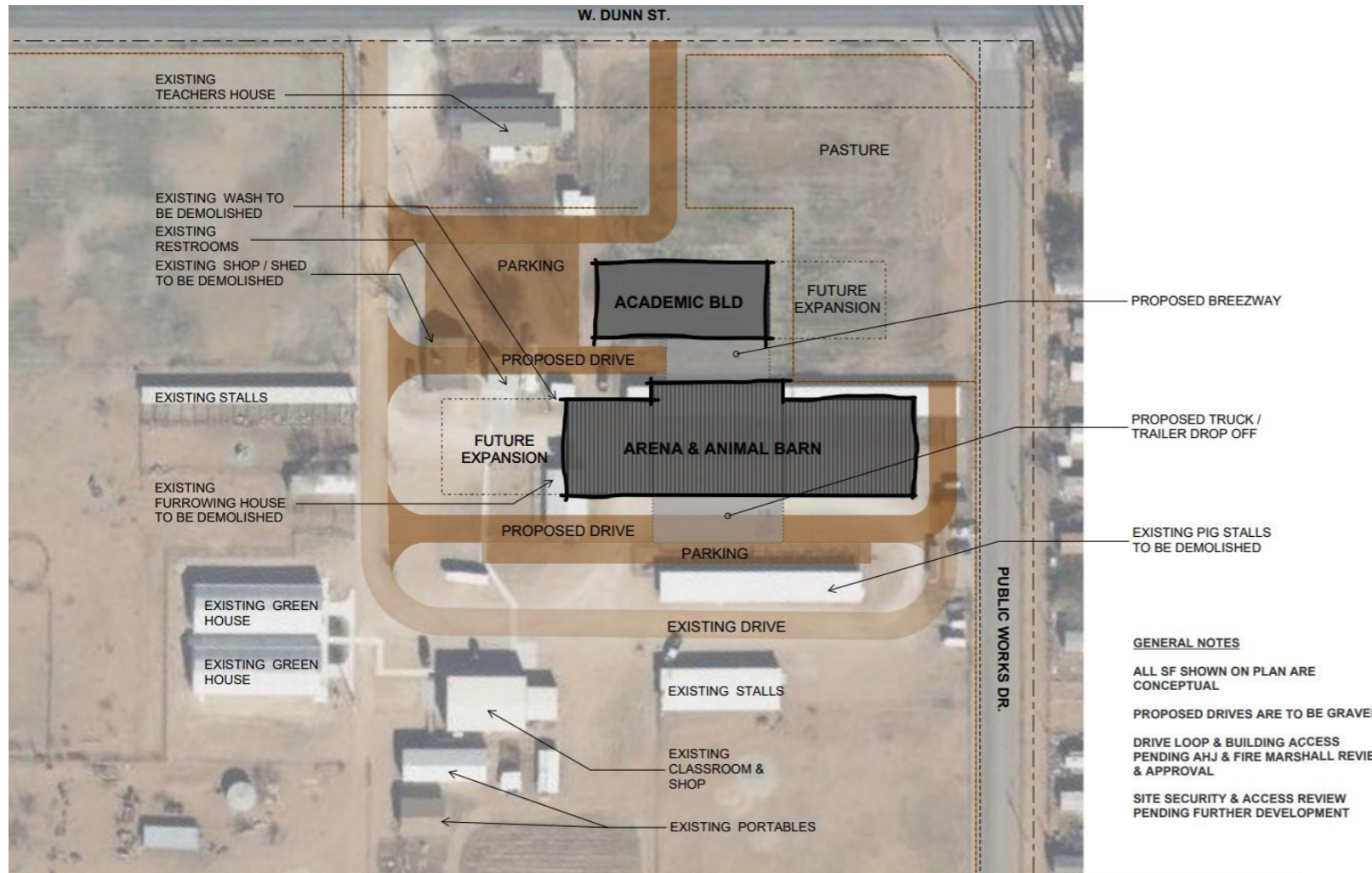
COST SUMMARY

Budget	\$8,000,000.00
Encumbrance	\$383,500.00
Actual	\$19,500.00
Available	\$7,597,000.00
Percentage Complete	0.00%

December 17, 2024

Ector County ISD

CTE – Ag Farm



PROPOSED BREEZWAY

PROPOSED TRUCK / TRAILER DROP OFF

EXISTING PIG STALLS TO BE DEMOLISHED

GENERAL NOTES

- ALL SF SHOWN ON PLAN ARE CONCEPTUAL
- PROPOSED DRIVES ARE TO BE GRAVEL
- DRIVE LOOP & BUILDING ACCESS PENDING AHJ & FIRE MARSHALL REVIEW & APPROVAL
- SITE SECURITY & ACCESS REVIEW PENDING FURTHER DEVELOPMENT

Construction Update

Design

Project is in the Design Development phase

On-Site Activity

Surveying and geotechnical drilling have been completed

COST SUMMARY

65

Budget	\$7,500,000.00
Encumbrance	\$359,533.00
Actual	\$27,422.00
Available	\$7,113,045.00
Percentage Complete	0.00%

Middle School Bleacher Replacement



Ector Middle School



Wilson & Young Middle School

Middle School Bleacher Replacement



Bonham Middle School



Bowie Middle School

Middle School Bleacher Replacement



Crockett Middle School



Nimitz Middle School

Athletic Field Lights



Odessa High School



Athletic Field Lights



Permian High School

Fine Arts Update

- Finalizing Fall orders for instruments
- Latest purchase was 166 instruments for elementary classrooms for a total cost of \$37,627
- Total Instruments Ordered: 800
- Total Instruments Delivered: 706



Technology Update

- Surveillance camera installation begins at OHS the week of December 9-13
- Cabling installation has begun for the PA/Bells/Alarms/Clocks project
- All campus libraries now have an 86-inch Promethean on a portable cart



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FINANCE

ECISD
Bond 2023
Costs by Project
as of 12/1/2024



Notes	Project Name	Initial			Actual Paid		Current		
		Project Budget	Moved Budget	Adjusted Budget	2023/2024	2024/2025	Purchase Orders Encumbrance	Remaining Available	Percentage Complete
1	MIDDLE SCHOOL	120,000,000	794,898	120,794,898	2,490,112	2,071,790	4,960,572	111,272,424	4%
2	PRIORITY 1&2 ITEMS	117,783,000		117,783,000	187,989	332,132	5,289,068	111,973,811	0%
3	HS/CTE CENTER	80,000,000	10,023,122	90,023,122	398,966	884,581	4,887,477	83,852,098	1%
4	TRANSPORTATION FACILITY	35,000,000	(10,000,000)	25,000,000	47,250	47,250	6,762,100	18,143,400	0%
5	AUDITORIUM RENO-PHS	12,500,000		12,500,000		119,531	690,098	11,690,371	1%
6	TECHNOLOGY-PA, BELL, CLOCK, FA SY	10,000,000		10,000,000		196,838	7,591,873	2,211,289	2%
7	LAND PURCHASE	9,000,000	(818,020)	8,181,980	16,988	43,500	95,024	8,026,468	1%
8	TRANSITION LEARNING CENTER	8,000,000		8,000,000		19,500	383,500	7,597,000	0%
9	AG FARM BUILDINGS-CTE	7,500,000		7,500,000		27,422	359,533	7,113,045	0%
10	TECHNOLOGY ITEMS-SURVEILLANCE	6,000,000		6,000,000		3,895,334	1,024,437	1,080,229	65%
11	FINE ARTS INSTRUMENTS	3,665,000		3,665,000	299,663	1,039,069	280,151	2,046,117	37%
12	TECH ITEMS-FLT PNL BDS,AV EQP	3,500,000		3,500,000	3,422,512	-	76,872	616	98%
13	TECHNOLOGY - PHONE SYS	2,500,000		2,500,000		-		2,500,000	0%
14	TRANSPORTATION BUSES	2,450,000		2,450,000		-		2,450,000	0%
15	JROTC FACILITY	1,500,000		1,500,000		15,609	105,913	1,378,478	1%
16	TECHNOLOGY ITEMS - AV EQUIP	1,500,000		1,500,000		-	433,182	1,066,818	0%
17	ATH-MS GYM BLEACHERS	1,000,000		1,000,000		414,045	431,113	154,842	41%
18	MS UNIF-BAND&MARIACHI	685,000		685,000		-		685,000	0%
19	ATH-BB & TENNIS LIGHTS-OHS	650,000		650,000		558,000	42,000	50,000	86%
20	ATH-MS TENNIS COURT RESURFACE	480,000		480,000	216,826	-	40,121	223,053	45%
21	ATH-BASEBALL LIGHTING-PHS	400,000		400,000		319,200	80,799	1	80%
22	MS PERFORMANCE RISERS	150,000		150,000		30,948	19,545	99,507	21%
Totals		\$ 424,263,000	\$ -	\$ 424,263,000	\$ 7,080,306	\$ 10,014,749	\$ 33,553,378	\$ 373,614,567	
Percent		100%	0%	0%	2%	2%	8%	88%	

Notes:

- 1 Moved MS land costs and matching budget from land project to MS project.
- 3 CTE High School budget increased: moved \$10m unused Transportation Facility project to CTE High School.
- 3 CTE High School donation from PSP is an additional \$10 million that will be accounted for separately in Fund 468 so that it is not commingled with bond funds.
- 7 Moved land budgets and costs out of Land to MS and CTE HS for the land costs that are part of those projects.

An architectural rendering of a modern school hallway. The ceiling features a mix of wood slat and dark grey acoustic panels with recessed linear lighting. A large white text box is centered over the image. The hallway is populated with several people, including students and staff, engaged in various activities. In the background, a sign for 'ECISD' and 'TECHNOLOGY & INNOVATION' is visible. To the right, a staircase with a perforated metal railing and a blue digital display is shown. The floor is a light, polished material.

FUTURE ACTIONS

Meetings

- A committee to select the colors for the new middle school will be meeting at the ECISD Administration Building on January 9
 - The committee includes district leadership, faculty from surrounding middle schools/elementaries and parents from potential feeder schools.
 - PBK will be in attendance as well and will provide examples of potential colorways.

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THANK YOU





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF BOND 2023 PURCHASES OVER \$50,000

DATE: December 17, 2024

As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

Administrative Recommendation:
Approval of Bond 2023 Purchases over \$50,000

ECISD
Request for Bond Purchases Over \$50,000
December 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1B	Teinert	\$ 93,620,366	Bond Funds 693	Anthony Sorola District Operations	ECISD RFQ 24-26-2	Construction Manager at Risk (CMAR)	Tienert has submitted their Guaranteed Maximum Price (GMP) for the new middle school. The Guaranteed Maximum Price, as submitted, includes the fees for Construction Period Services and General Conditions per the contract between Tienert and the District.	FY 2024 / FY 2028
2B	Alamo Title	\$ 5,500,000	Bond Funds 693	Anthony Sorola District Operations	Real Estate	Real Estate Purchase	Purchase of property located at 8860 and 8866 NW Loop 338, Odessa, Tx. T-1-S, BLK 42, SEC 32 (CARD #4)- 25.0 Acres T-1-S, BLK 42, SEC 32 (CARD #11) - 10.15 Acres	Until Completion of Purchase
3B	Parkhill, Smith & Cooper, Inc	\$ 4,668,945	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFQ 24-13	Architectural and Engineering Services	2023 Bond Proposition A has various Priority 1 and Priority 2 items that require project oversight and cost controls. These projects will be assigned to the Architect (Project Oversight and Cost Controls. ECISD may also wish to engage Parkhill as Architect (of Record) for full design services for specific projects included in the Priority 1 and Priority 2 project list.	FY 2024 / FY 2028 79
4B	Arthur J. Gallagher	\$ 2,030,435	Bond Funds 693	Exalander Magallan District Operations	Piggyback Midland ISD RFQ 24-26	OCIP Insurance	The district engaged Midland ISD to piggyback on their solicitation through the CTPA cooperative. This gives the district the ability to reduce the insurance cost on construction projects through the OCIP (Owner Controlled Insurance Program).	FY 2024 / FY 2028
5B	Gallagher Construction Company, LP	\$ 617,384	Bond Funds 693	Anthony Sorola District Operations	ECISD RFQ 24-16	Project Management Services	To add Gallagher Construction to the pool of vendors to perform oversight responsibilities for Priority 1 and Priority 2 related Roofing projects	FY 2024 / FY 2028

Sam Magallan
Executive Director of District Operations
802 N. Sam Houston
Odessa, TX 79761
Office: 432-456-9659



Teinert Construction Amendment – Construction Manager

- **Purpose:** To amend Teinert Construction current contract from Pre-Construction Services to Construction Manager with a Guaranteed Maximum Price.
- **Background Info:** Currently, Teinert Construction is under contract for Pre-Construction Services for the new Middle School. The A133 amendment will allow ECISD to approve Teinert Construction as Construction Manager. Teinert Construction will be utilized to complete the construction of the new MS project identified in the 2023 Bond Proposition A with a Guaranteed Maximum Price.
- **Cost:** \$93,620,366.00
- **Funding Source:** 693 Bond Fund
- **Recommended Service Provider:** Teinert Construction

Board Approval

Date

OUR students...THE future

12/18/2024

Notice To Proceed

Ector County ISD – Bond Package GMP – New Middle School

To: Tienert Construction
Attn: Zach Allen

Mr. Allen,

Your Guaranteed Maximum Pricing for Ector County ISD, for \$ 93,6220,366, was approved on December 17, 2024, by the Board of Trustees of Ector County ISD. We are excited to get started on this project and hope to get started no later than January 17th, 2025.

Please use this letter as notice to proceed with submittals and other required documents.

Contact me if you have any questions or concerns.

Thank you,

Maxwell Boamah
Project Manager
Gallagher Construction Services
Cell – 432.316.5800
Email – maxwell.boamah@gallaghertx.com

1 attachment

DIFFERENT FROM THE GROUND UP





GALLAGHER

TOPIC:

Consider Acceptance of Guaranteed Maximum Price (GMP) for the New Middle School construction project.

BACKGROUND:

Tienert Construction Corporation was selected as the Construction Manager-at-Risk for the ECISD new middle school project at the June 2024 Board of Trustees Meeting. On Tuesday, November 19, 2024, Tienert received subcontract bids for the project. Subcontract bids were reviewed by PBK and Gallagher. The project team has reviewed the scope of work, reputation of sub-contractors, quality of materials specified, and other relevant factors relating to the project. Based on this information, Tienert has submitted their Guaranteed Maximum Price (GMP) for this work. The Guaranteed Maximum Price, as submitted, includes the fees for Construction Period Services and General Conditions per the contract between Tienert and the District. The summary below represents the allocation as will be shown in the contract. The preconstruction fee is not included in the GMP and will be billed separately by Tienert.

The breakdown of costs has been reviewed by PBK and Gallagher. Items have been clarified as necessary. Gallagher therefore recommends approval of the GMP amount below and represents that the GMP reflects the requirements to complete the project as outlined by the ECISD.

Summary of GMP:

Construction Costs	\$ 87,956,775
General Conditions and Insurance	\$ 1,878,729
Payment and Performance Bonds	\$ 682,862
Contractor Contingency	\$ 1,350,000
Owner Contingency	\$ 1,350,000
Allowances	<u>\$ 402,000</u>
Total Guaranteed Maximum Price	\$ 93,620,366

Soft Cost 25% of approved construction budget. This includes A/E fees, inspections, PM fees, etc..

The construction budget is funded from dedicated 2023 bond funds.

Respectfully Submitted,

Todd Cason
Gallagher Construction Services



**Ector County ISD New Middle School
PRELIMINARY GMP SUMMARY ANALYSIS**

Description	GMP
Teinert Construction Negotiated Base GMP	\$ 94,187,314
GMP with Accepted Alternates	\$ 93,620,366



**ECISD Middle School
95% CD GMP Recap**

Bid Date: 12/12/24

Permittable SF
Schedule: 194,794 sf
21.0 mo

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	\$/sqft
General Conditions						
	General Conditions		1,282,483	1,282,483	Teinert	6.58
	CM Contingency		1,350,000	1,350,000	Allowance	6.93
	Owner Contingency		1,350,000	1,350,000	Allowance	6.93
Cost of Work						
	Building Permit (Per City of Odessa)		By Owner	0	By Owner	-
	Plan Review (Per City of Odessa)		By Owner	0	By Owner	-
	Impact Fees		By Owner	0	By Owner	-
	Dumpsters & Waste Management		414,000	414,000	COW	2.13
	Temporary Protection & Barricades		102,333	102,333	COW	0.53
	Soil and Concrete Testing		By Owner	0	By Owner	-
	SWPPP BMP Maintenance & Repairs		40,000	40,000	COW	0.21
	Wayfinding & Safety Signage		31,655	31,655	COW	0.16
	Mocks Ups		78,933	78,933	COW	0.41
	Equipment Rentals		157,000	157,000	COW	0.81
	Material Hoisting/Storage/Transport		303,438	303,438	COW	1.56
	Scaffolding		650,000	650,000	COW	3.34
	Document Control & Reproduction		42,481	42,481	COW	0.22
	Temporary Site Fencing & Security		70,802	70,802	COW	0.36
	Surveying and Layout		131,489	131,489	COW	0.68
	Floor Protection		38,993	38,993	COW	0.20
	Final Cleaning		202,292	202,292	COW	1.04
	Temporary Utility Connections		28,320	28,320	COW	0.15
Sub Contract Work						
02 00 00	SWPPP		89,588	89,588	Vtech	0.46
02 41 00	Demolition		w/ Earthwork	0	Dannys	-
02 41 19	Selective Demolition		w/ Earthwork	0	Dannys	-
03 05 80	Under-Slab Vapor Retarder		w/ Concrete	0	Precise	-
03 10 00	Concrete Forming and Accessories		w/ Concrete	0	Precise	-
03 10 01	Spread Footings		w/ Concrete	0	Precise	-
03 11 31	Void Forms		w/ Concrete	0	Precise	-
03 15 13	Waterstops		w/ Concrete	0	Precise	-
03 20 00	Concrete Reinforcing		w/ Concrete	0	Precise	-
03 30 00	Cast-in-Place Concrete		6,178,276	6,178,276	Precise	31.72
03 30 10	Landscape Cast-in-Place Concrete		w/ Concrete	0	Precise	-
03 30 53	Miscellaneous Cast-in-Place Concrete		w/ Concrete	0	Precise	-
03 35 10	Top Cast Exposed Aggregate Concrete		w/ Concrete	0	Precise	-
03 35 19	Integrally Colored Concrete Finishing		w/ Concrete	0	Precise	-
04 05 00	Common Work Results for Masonry		10,616,463	10,616,463	Wilks	54.50
04 20 00	Unit Masonry		w/ Masonry	0	Wilks	-
04 22 00	Concrete Unit Masonry		w/ Masonry	0	Wilks	-
05 00 00	Misc Metals		613,601	613,601	Teinert	3.15
05 12 00	Structural Steel Erection		2,566,621	2,566,621	Caprock	13.18
05 12 00	Structural Steel Framing		6,677,613	6,677,613	True North Steel	34.28
05 12 13	Architecturally-Exposed Structural Steel Framing		Excluded	0	Excluded	-
05 21 00	Steel Joist Framing		w/ Structural Steel	0	True North Steel	-
05 31 13	Steel Floor Decking		w/ Structural Steel	0	True North Steel	-
05 31 23	Steel Roof Decking		w/ Structural Steel	0	True North Steel	-
05 40 00	Cold Formed Metal Framing		w/ Drywall	0	SouthTech	-
05 50 00	Metal Fabrications		w/ Structural Steel	0	True North Steel	-
05 50 01	Landscape Metal Fabrications		w/ Landscape	0	True North Steel	-
05 51 00	Metal Stairs		w/ Structural Steel	0	True North Steel	-
05 52 00	Metal Railings		w/ Structural Steel	0	True North Steel	-
05 55 16	Metal Stair Nosings		w/ Structural Steel	0	True North Steel	-
05 58 13	Column Covers		w/ Metal Panels	0	Proline	-
05 73 00	Decorative Metal Railings		w/ Structural Steel	0	True North Steel	-
05 75 00	Decorative Formed Metal		w/ Resilient	0	Callaways	-
06 10 00	Rough Carpentry		808,395	808,395	Teinert	4.15
06 16 00	Sheathing		w/ Rough Carpentry	0	Teinert	-
06 20 00	Finish Carpentry		522,568	522,568	Level Casework	2.68
	Orchestra Shelving		w/ Finish Carpentry	0	Level Casework	-
07 21 00	Thermal Insulation		w/ Drywall	0	SouthTech	-
07 27 26	Fluid-Applied Air Barrier System		w/ Joint Sealants	0	Monterey	-
07 41 13	Pre-Finished Metal Roofing		w/ Mod Bit	0	All Star	-
07 42 13	Metal Wall Panels		676,365	676,365	Proline	3.47

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	\$/sqft
07 42 13	Metal Composite Material Wall Panels		w/ Metal Panels	0	Proline	-
07 52 19	Modified Bitumen - Cool Roofing System		1,931,447	1,931,447	All Star	9.92
07 65 00	Flexible Flashing		w/ Mod Bit	0	All Star	-
07 72 00	Roof Accessories		w/ Mod Bit	0	All Star	-
07 72 33	Roof Scuttle (Hatches) and Heat-Smoke Vents		w/ Mod Bit	0	All Star	-
07 81 16	Cementitious Fireproofing		w/ Intumescent	0	Alpha Insulation	-
07 81 23	Intumescent Fireproofing		683,855	683,855	Alpha Insulation	3.51
07 84 13	Penetration Firestopping		118,824	118,824	Teinert	0.61
07 84 43	Joint Firestopping		w/ Firestopping	0	Teinert	-
07 92 00	Joint Sealants		306,134	306,134	Monterey	1.57
07 95 13	Expansion Joint Cover Assemblies		Excluded	0	Excluded	-
08 06 71	Door Hardware		w/ HM Doors	0	Brazos	-
08 11 13	Hollow Metal Doors and Frames		1,053,250	1,053,250	Brazos	5.41
08 11 13	Door Install		227,909	227,909	Teinert	1.17
08 13 16	Aluminum Doors		w/ Storefront	0	Sunbelt	-
08 14 16	Flush Wood Doors		w/ HM Doors	0	Brazos	-
08 31 13	Access Doors and Frames		w/ Drywall	0	Southtech	-
08 33 13	Coiling Counter Doors		w/ OHD	0	Reliant	-
08 33 23	Overhead Coiling Doors		91,790	91,790	Reliant	0.47
08 34 73	Sound Control Door Assemblies		w/ HM Doors	0	Brazos	-
08 43 13	Aluminum-Framed Storefronts		1,282,822	1,282,822	Sunbelt	6.59
08 56 59	Service and Teller Window Units		w/ Storefront	0	Sunbelt	-
08 71 13	Power Door Operators		Excluded	0	Excluded	-
08 80 00	Glazing		w/ Storefront	0	Sunbelt	-
08 83 00	Mirrors		w/ Toilet Compartments	0	EPA	-
08 91 19	Fixed Louvers		w/ HVAC	0	Bosworth	-
09 21 16	Gypsum Board Assemblies		3,490,345	3,490,345	SouthTech	17.92
09 22 26	Metal Suspension Systems		w/ Drywall	0	SouthTech	-
09 30 00	Tiling		w/ Resilient	0	Callaways	-
09 51 00	Acoustical Ceilings		w/ Drywall	0	SouthTech	-
09 64 66	Wood Athletic Flooring		344,775	344,775	Ponder	1.77
09 65 00	Resilient Flooring		1,348,952	1,348,952	Callaways	6.93
09 65 13	Resilient Base and Accessories		w/ Resilient	0	Callaways	-
09 66 23	Polished Concrete		94,015	94,015	ModernCrete	0.48
09 66 23	Resinous Matrix Pre-cast Terrazzo Stair Tread and Rise		283,565	283,565	Superior	1.46
09 67 00	Fluid-Applied Flooring		85,850	85,850	Flagship	0.44
09 68 00	Carpeting		w/ Resilient	0	Callaways	-
09 78 00	Interior Wall Paneling		w/ Drywall	0	SouthTech	-
09 81 00	Acoustic Insulation		w/ Drywall	0	SouthTech	-
09 84 00	Acoustic Room Components		w/ Drywall	0	SouthTech	-
09 90 00	Painting and Coating		1,116,868	1,116,868	Ward	5.73
09 96 23	Graffiti-Resistant Coatings		150,000	150,000	Allowance	0.77
10 11 00	Visual Display Units		129,147	129,147	EPA	0.66
10 12 00	Display Cases		w/ Finish Carpentry	0	Level Casework	-
10 14 00	Signage		207,793	207,793	Sign Express	1.07
10 14 63	Electronic Message Signage		w/ Signage	0	Sign Express	-
10 21 13	Plastic Toilet Compartments		132,221	132,221	EPA	0.68
10 21 23	Cubicle Curtains and Track		22,929	22,929	EPA	0.12
10 22 39	Folding Panel Partitions		201,595	201,595	DEA	1.03
10 26 00	Wall and Door Protection		w/ Cubicle Curtains	0	EPA	-
10 28 00	Toilet, Bath, and Laundry Accessories		w/ Toilet Compartments	0	EPA	-
10 43 00	Emergency Aid Specialties		w/ Fire Specialties	0	EPA	-
10 44 00	Fire Protection Specialties		80,133	80,133	EPA	0.41
10 51 13	Metal Lockers		216,500	216,500	Elite Storage Products	1.11
10 56 13	Metal Storage Shelving		By Owner	0	By Owner	-
10 73 16	Metal Canopies		143,888	143,888	Avadek	0.74
10 75 00	Flagpoles		16,831	16,831	EPA	0.09
10 82 13	Exterior Grilles and Screens		w/ HVAC	0	Bosworth	-
10 00 00	Misc. Specialties Install		192,846	192,846	Teinert	0.99
10 00 00	OFCI Items		38,487	38,487	Teinert	0.20
11 13 13	Loading Dock Bumpers		w/ OHD	0	Reliant	-
11 21 73	Commercial Laundry and Dry Cleaning Equipment		98,000	98,000	Allowance	0.50
11 30 13	Residential Appliances		By Owner	0	By Owner	-
11 40 00	Foodservice Equipment		1,514,124	1,514,124	Edward Don	7.77
	Foodservice Equipment Allowance for excluded items		52,000	52,000	Allowance	0.27
11 46 83	Ice Machines		w/ Appliances	0	Allowance	-
11 51 00	Library Equipment		105,400	105,400	Hanson	0.54
11 53 00	Laboratory Equipment		w/ Lab Casework	0	Hanson	-
11 61 33	Motorized Rigging		249,836	249,836	iStudio	1.28
11 61 43	Stage Curtains Pipe Guard		w/ Rigging	0	iStudio	-
11 61 53	Stage Fixtures and Portable Equipment		956,829	956,829	Moyers	4.91
11 61 63	Stage Power and Control Systems		w/ Stage Fixtures	0	Moyers	-
11 66 23	Gymnasium Equipment		161,651	161,651	Goat	0.83
11 66 43	Indoor Scoreboards		w/ Gym Equip.	0	Goat	-
11 68 23	Outdoor Tennis Equipment		w/ Turf	0	Hellas	-
11 68 33	Outdoor Football Equipment - 8' Offset Goal Post		w/ Turf	0	Hellas	-
11 68 33	Outdoor Football Equipment - H-STYLE		w/ Turf	0	Hellas	-
11 68 43	Exterior Scoreboards	85		28,986	Watchfire	0.15

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	\$/sqft
11 68 43	Outdoor Soccer Equipment		w/ Turf	0	Hellas	-
11 68 63	Outdoor Track & Field Equipment		w/ Turf	0	Hellas	-
11 95 13	Kilns		17,570	17,570	Teinert	0.09
						-
12 11 13	Photo Murals		w/ Signage	0	Sign Express	-
12 24 00	Window Shades		108,910	108,910	Anderson	0.56
12 35 53	Wood Laboratory Casework		282,450	282,450	Hanson	1.45
12 36 00	Countertops		w/ Finish Carpentry	0	Level Casework	-
12 66 13	Fixed and Telescoping Bleachers		154,754	154,754	Goat	0.79
						-
13 21 48	Sound-Conditioned Rooms		w/ Drywall	0	SouthTech	-
13 26 07	Auditorium Seating		128,922	128,922	Seating Pros	0.66
13 34 16	Grandstands and Bleachers		118,500	118,500	SturdiSteel	0.61
						-
14 21 23	Electric Traction Machine-Room-Less Elevator		163,500	163,500	TKE	0.84
						-
21 05 00	Common Work Results for Fire Protection		704,764	704,764	AFP	3.62
21 05 29	Hangers and Supports for Fire Suppression System		w/ Fire Protection	0	AFP	-
21 05 48	Vibration Controls for Fire-Suppression System		w/ Fire Protection	0	AFP	-
21 11 13	Fire Suppression Systems		w/ Fire Protection	0	AFP	-
						-
22 05 00	Common Work Results for Plumbing		16,711,250	16,711,250	Bosworth	85.79
22 05 16	Expansion Fittings and Loops for Plumbing Piping		w/ Plumbing	0	Bosworth	-
22 05 29	Plumbing Hangers and Supports		w/ Plumbing	0	Bosworth	-
22 05 48	Vibration Controls for Plumbing Piping and Equipment		w/ Plumbing	0	Bosworth	-
22 08 00	Commissioning of Plumbing System		Excluded	0	Excluded	-
22 11 16	Domestic Water Piping		w/ Plumbing	0	Bosworth	-
22 13 16	Sanitary Waste and Vent Piping		w/ Plumbing	0	Bosworth	-
22 14 13	Storm Draining Piping		w/ Plumbing	0	Bosworth	-
22 20 23	Gas Piping		w/ Plumbing	0	Bosworth	-
22 22 00	Condensate Piping		w/ Plumbing	0	Bosworth	-
22 30 00	Plumbing Equipment		w/ Plumbing	0	Bosworth	-
22 40 00	Plumbing Fixtures		w/ Plumbing	0	Bosworth	-
						-
23 05 00	Common Work Results for HVAC		w/ Plumbing	0	Bosworth	-
23 05 13	Common Motor Requirements for HVAC Equipment		w/ Plumbing	0	Bosworth	-
23 05 14	Variable Frequency Drives		w/ Plumbing	0	Bosworth	-
23 05 19	Meters and Gages for HVAC Piping		w/ Plumbing	0	Bosworth	-
23 05 23	General-Duty Valves for HVAC Piping		w/ Plumbing	0	Bosworth	-
23 05 29	Hangers and Supports for HVAC Piping and Equipment		w/ Plumbing	0	Bosworth	-
23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment		135,000	135,000	Allowance	0.69
23 05 53	Identification for HVAC Piping and Equipment		w/ Plumbing	0	Bosworth	-
23 05 93	Testing, Adjusting, and Balancing for HVAC		By Owner	0	By Owner	-
23 07 13	Duct Insulation		w/ Plumbing	0	Bosworth	-
23 07 16	HVAC Equipment Insulation		w/ Plumbing	0	Bosworth	-
23 07 19	HVAC Piping Insulation		w/ Plumbing	0	Bosworth	-
23 08 00	Commissioning of HVAC Systems		By Owner	0	By Owner	-
23 09 23	Direct Digital Controls		w/ Plumbing	0	Bosworth	-
23 09 23	Sequences of Operation for HVAC controls		w/ Plumbing	0	Bosworth	-
23 21 13	Hydronic Piping		w/ Plumbing	0	Bosworth	-
23 21 23	Hydronic Pumps		w/ Plumbing	0	Bosworth	-
23 23 00	Refrigerant Piping		w/ Plumbing	0	Bosworth	-
23 25 13	Water Treatment for Closed-Loop Hydronic Systems		w/ Plumbing	0	Bosworth	-
23 25 19	Flushing and Cleaning of Hydronic Piping Systems		w/ Plumbing	0	Bosworth	-
23 31 13	Metal Ducts		w/ Plumbing	0	Bosworth	-
23 33 00	Air Duct Accessories		w/ Plumbing	0	Bosworth	-
23 33 19	Duct Silencers		w/ Plumbing	0	Bosworth	-
23 34 00	HVAC Fans		w/ Plumbing	0	Bosworth	-
23 37 13	Diffusers, Registers, and Grilles		w/ Plumbing	0	Bosworth	-
23 37 23	HVAC Gravity Ventilators		w/ Plumbing	0	Bosworth	-
23 51 00	Breechings, Chimneys, and Stacks		w/ Plumbing	0	Bosworth	-
23 52 16	Condensing Boiler		w/ Plumbing	0	Bosworth	-
23 63 13	Air-Cooled Refrigerant Condensers		w/ Plumbing	0	Bosworth	-
23 63 13	Variable Refrigerant Flow Heat Pump Units		w/ Plumbing	0	Bosworth	-
23 64 27	Rotary-Screw Water Chillers Air-Cooled		w/ Plumbing	0	Bosworth	-
23 73 13	Modular Indoor Central-Station Air-Handling Units		w/ Plumbing	0	Bosworth	-
23 74 33	Packaged, 100% Outdoor, Heating and Cooling Kitchen Hood Makeup-Air Units		w/ Plumbing	0	Bosworth	-
23 81 26	Ductless Mini-Split-System Air-Conditioners		w/ Plumbing	0	Bosworth	-
23 82 19	Fan Coil Units		w/ Plumbing	0	Bosworth	-
23 82 39	Electric Unit Heaters		w/ Plumbing	0	Bosworth	-
						-
26 05 00	Common Work Results for Electrical		9,150,630	9,150,630	DK Hunt	46.98
26 05 19	Low Voltage Electrical Power Conductors and Cables		w/ Electrical	0	DK Hunt	-
26 05 26	Grounding and Bonding for Electrical Systems		w/ Electrical	0	DK Hunt	-
26 05 29	Hangers and Supports for Electrical Systems		w/ Electrical	0	DK Hunt	-
26 05 33	Raceway and Boxes for Electrical Systems		w/ Electrical	0	DK Hunt	-
26 05 53	Identification for Electrical Systems		w/ Electrical	0	DK Hunt	-
26 05 68	Exterior Athletic Lighting		w/ Electrical	0	DK Hunt	-
26 05 73	Arc-Flash Hazard Analysis		w/ Electrical	0	DK Hunt	-
26 08 00	Commissioning of Electrical Systems		w/ Electrical	0	DK Hunt	-
26 09 14	Electrical Controls		w/ Electrical	0	DK Hunt	-
26 09 23	Lighting Control Devices		w/ Electrical	0	DK Hunt	-

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	\$/sqft
	SUBTOTAL			91,159,342	<<OK>>	467.98
	Sales Tax			EXEMPT		
	Builders Risk Metal Non-Combustible	0.000%		By Owner		
	General Liability & Other Insurance	0.660%		601,652		3.09
	SUBTOTAL			91,760,993	<<OK>>	471.07
	Fee	1.900%		1,743,459		8.95
	GMP TOTAL			93,504,452		480.02
	Payment and Performance Bond			682,862		
	GMP TOTAL w/BOND			94,187,314		483.52

ALTERNATE #1: Concrete Paving ILO Asphalt

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	\$/sqft
				0		-
	Remove Asphalt		785,373	(785,373)		
				0		
	Install Concrete Paving		2,087,985	2,087,985		
	Joint Sealants		77,500	77,500		
				0		
				0		
				0		-
				0		-
	SUBTOTAL		1,380,112	1,380,112		7.08
					add check	-
	SUBTOTAL			1,380,112	<<OK>>	7.08
	Builder's Risk Insurance	0.015%		4,347		0.02
	General Liability & Other Insurance	0.660%		9,109		0.05
				0		-
	SUBTOTAL			1,393,568	<<OK>>	7.15
	Fee	1.900%		26,478		0.14
	TOTAL ALTERNATE #1			1,420,046	<<OK>>	7.29

REJECTED

ALTERNATE #2: Provide 2 20x20 Painted Shade Structures

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	\$/sqft
				0		-
				0		
	Provide 2 Shade Structures		49,995	49,995		
	Footings		10,096	10,096		
				0		
				0		
				0		-
				0		-
	SUBTOTAL		60,091	60,091		0.31
					add check	-
	SUBTOTAL			60,091	<<OK>>	0.31
	Builder's Risk Insurance	0.015%		189		0.00
	General Liability & Other Insurance	0.660%		397		0.00
				0		-
	SUBTOTAL			60,677	<<OK>>	0.31
	Fee	1.900%		1,153		0.01
	TOTAL ALTERNATE #2			61,830	<<OK>>	0.32

REJECTED

ALTERNATE #3: Polished Concrete Floor ILO MMT-1 and MMT-2

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	\$/sqft
				0		-
	Remove MMT		593,483	(593,483)		
				0		
	Install Polished Concrete		233,591	233,591		
				0		
				0		
				0		-
				0		-
	SUBTOTAL		359,892	(359,892)		(1.85)
					add check	-
	SUBTOTAL			(359,892)	<<OK>>	(1.85)
	Builder's Risk Insurance	0.015%		(1,134)		(0.01)
	General Liability & Other Insurance	0.660%		(2,375)		(0.01)
				0		-
	SUBTOTAL			(363,401)	<<OK>>	(1.87)
	Fee	1.900%		(6,905)		(0.04)
	TOTAL ALTERNATE #3			(370,306)	<<OK>>	(1.90)

ACCEPTED

ALTERNATE #4: Provide Prefinished Aluminum Canopy and Lighting at Bus Drop Off

Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	\$/sqft
				0		-

Spec	Description	w/ phase	Sub	Total	Sub/Supplier	\$/sqft
	Aluminum Bus Drop off Canopy		124,494	124,494		
	Footings		24,440	24,440		
	Lighting/Electrical		99,944	99,944		
				0		
				0		
				0		
				0		-
				0		-
	SUBTOTAL		248,878	248,878		1.28
					add check	-
	SUBTOTAL			248,878	<<OK>>	1.28
	Builder's Risk Insurance	0.015%		784		0.00
	General Liability & Other Insurance	0.660%		1,643		0.01
				0		-
	SUBTOTAL			251,305	<<OK>>	1.29
	Fee	1.900%		4,775		0.02
	TOTAL ALTERNATE #4			256,079	<<OK>>	1.31

ACCEPTED

ALTERNATE #5: Provide EIFs finish System ILO Exterior Metal Panels MP-1 and MP-2						
Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	\$/sqft
				0		-
	Remove Metal Panels		462,448	(462,448)		
				0		
	EIFs		204,342	204,342		
				0		
				0		
				0		-
				0		-
	SUBTOTAL		258,106	(258,106)		(1.33)
					add check	-
	SUBTOTAL			(258,106)	<<OK>>	(1.33)
	Builder's Risk Insurance	0.015%		(813)		(0.00)
	General Liability & Other Insurance	0.660%		(1,703)		(0.01)
				0		-
	SUBTOTAL			(260,623)	<<OK>>	(1.34)
	Fee	1.900%		(4,952)		(0.03)
	TOTAL ALTERNATE #5			(265,574)	<<OK>>	(1.36)

REJECTED

ALTERNATE #6: Delete parking lot						
Phase	Description	w/ pkg	Sub	Total	Sub/Supplier	\$/sqft
				0		-
	Remove Paving/Striping		88,198	(88,198)		
	Remove Curb and Gutter		21,456	(21,456)		
	Remove Storm Drain		24,660	(24,660)		
	Remove Landscaping		4,941	(4,941)		
	Remove Electrical/Lighting		10,458	(10,458)		
	New Curb		4,247	4,247		
	ASSUMES LEAVING NEW AREA NATURALIZED					-
						-
	SUBTOTAL		145,466	(145,466)		(0.75)
					add check	-
	SUBTOTAL			(145,466)	<<OK>>	(0.75)
	Builder's Risk Insurance	0.015%		(458)		(0.00)
	General Liability & Other Insurance	0.660%		(960)		(0.00)
				0		-
	SUBTOTAL			(146,884)	<<OK>>	(0.75)
	Fee	1.900%		(2,791)		(0.01)
	TOTAL ALTERNATE #6			(149,675)	<<OK>>	(0.77)

REJECTED

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Assumptions and Clarifications

This Guaranteed Maximum Price (GMP) is based on reasonable assumptions and incorporates only certain costs and expenses that Teinert Construction. (TEINERT), the Contractor, expects will be incurred in construction of the Work.

TEINERT has listed below the assumptions and clarifications that have been considered so that all parties understand what is and what is not included in the GMP. Where actual events or conditions on the project differ from the assumptions and clarifications listed below, the estimate may require adjustments for the resulting changes. These assumptions and clarifications are specifically used to establish the basis of the GMP and are also intended to clarify and take precedence over details or items shown in the Contract Documents if there is a discrepancy between or among any of them.

General Assumptions

1. The GMP is based on these Assumptions and Clarifications and the Contract Documents as prepared by PBK Architects and their consultants as listed and dated in Plans and Specifications (Attachment 04), which is hereby fully incorporated by reference.
2. The Contractor's Builders Risk Insurance is included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase at for these policies at .015% of the cost of the change.
3. The Contractor's General Liability, Umbrella Liability, and Professional Liability are included in the GMP. Should the GMP be increased by any amount pre or post prime contract execution, TEINERT is entitled to an increase at for these policies at .66% of the cost of the change.
4. An Owner's Protective Liability Insurance Policy will not be provided by TEINERT.
5. Payment and Performance Bond is included.
6. There is a Contractor's Contingency Allowance included in the GMP valued at \$1,350,000 This contingency will be used by Teinert in accordance with the General and Supplementary Conditions of the Construction Manager at-Risk Agreement. 100% of the remaining balance in this Contingency Allowance shall be returned to the Owner upon completion of the project.
7. The GMP is based on the Job Site being free from hazardous and contaminated materials included contaminated water and soil regardless of classification. Hazardous and contaminated materials testing, monitoring and abatement, as well as any required environmental investigations and insurance, if required, are not included in the GMP.

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8. Any State Highway permits, public street permits or temporary right-of-ways are not included in the GMP as none are known to be required.
9. The GMP excludes fees for City of Odessa and Ector County Building permit and City of Odessa SWPPP review fee.
10. The GMP excludes any City of Odessa and Ector County impact fees.
11. The order of precedence of the documents in the event that there is a conflict between documents is:
 - a. Future Contract Amendments
 - b. Agreement between Owner and Contractor, containing these Assumptions and Clarifications and Attachments (Exhibits) herein, and Supplemental Conditions to the GMP and General Conditions
 - c. Drawings and Specifications as prepared by the Architect/Engineer
12. The GMP includes several Allowances for the various parts of the Work. When cost to cover the scope for these allowances is committed, 100% of any savings shall be returned to the Owner. Conversely, Owner shall pay for 100% of any overages. Specifically, these allowances are as follows:

CM Contingency	\$1,350,000
Site Furnishings Install	\$25,000
Appliances	\$98,000
Food Service	\$52,000
Lift Staton Internal Components	\$65,000
Seismic Controls	\$135,000
Graffiti Coating	\$150,000

13. The GMP includes several line items labeled "COW" which means "cost of work." Construction Manager shall bill these items at actual cost with proper documentation and invoice back-up each month. COW line items may have funds transferred between them, but Owner will not pay overage if all COW items are expended. Conversely, 100% of any savings of COW items will be returned to Owner upon completion of the project.
14. Due to the volatility in the market on a local and global scale, price increases and delayed lead times for materials may occur during construction. Subcontractors/Vendors and Teinert are not responsible for unforeseen price and lead time increases. Subcontractors/Vendors and Teinert will do everything in their purview to circumvent such increases. Should any commodity or manufactured product outside the Construction Manager and/or Subcontractor's control increase more than 15% in cost prior to starting work for which it is required, recovery of said costs may be allowed through contingency funds, provided that the cost increase was not due to subcontractor or construction manager's negligence or failure to procure materials in a timely manner.

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15. The General Conditions are to be a fixed cost line item and will be amortized monthly.
16. All Teinert self-performed scopes are fixed cost line items treated as any other subcontract.
17. The contract specifically excludes recovery of any consequential damages by either party.
18. GMP Excludes Owner Contingency. Carried by Owner
19. GMP excludes any municipal requirements not specifically listed in the construction documents
20. Labor burden to be billed at 39% of bare labor
21. GMP assumes all finishes and colors throughout to be “standard” within the manufacturer’s color index unless specifically detailed otherwise
22. GMP excludes any and all utility costs for power, low voltage, municipalities, and natural gas.
23. The GMP excludes all furniture.

END OF GENERAL ASSUMPTIONS AND CLARIFICATIONS

Specific Assumptions and Clarifications

Division 2- Sitework

- GMP includes SWPPP per the following specifications:
 - o Silt Fence or Sediment Log Installation
 - o Silt Fence or Sediment Log Removal
 - o Stabilized Construction Entrance(s)
 - o Rework Construction Entrance(s)
 - o Driveway Transition(s)
 - o Inlet Protection
 - o 14-Day Stormwater Inspections or Service Callouts
- GMP Excludes Soil and Concrete Testing

Division 3- Concrete

- GMP includes cast in place concrete work per the following specifications:
 - o Foundation System
 - Backfilling of completed foundation system.
 - Placement of owner provided embeds & anchor bolts at foundation system
 - Placement of proper fall protection & barricades at open trench locations

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- Proper removal of spoils generated from excavation operations
- Placement of reinforcement @ foundation system - per structural drawings
- Placement of plinths per structural plans.
- Preparing and pouring of slab - Per Plans & Specs
- Placement of forms as needed per structural drawings
- Excavation of foundation system per structural plans
- Grouting underneath base plates, bolt patterns as required
- Setting of all reinforcement @ slab - Per Plans & Specs
- Form removal and general clean up
- Placement of wall forming system @ all cast-in-place wall as noted per structural drawings
- Placement of all reinforcement dowels for cmu wall system as noted per structural drawings.
- Placement of isolation / construction at foundations system slab
- Placement of slab depressions and mechanical pads @ foundation system slab
- Fine grading of slab & placement of vapor barrier
- Backfilling and compaction as needed to continue slab prep work
- Placement of block-outs as needed for foundation slab prep.
- Placement of spot footings per structural plans.
- Placement of concrete @ foundation system - per structural drawings
- Composite Slab System
 - 7.1/2" COMPOSITE SLAB @ 2ND FLOOR - 6x6x-W2.9xW2.9 WWF
 - Layout & Coordination of slab edge and mechanical blackouts
 - Form removal & general clean up
 - Placement of reinforcement
 - Placement of forms as needed for slab depressions & block-outs
 - Placement of concrete per plans & specs.
 - Placement of concrete at all stairs pan treads
- Concrete Sitework
 - LIGHT POLE BASE - 24" X 10'
 - PIPE BOLLARD 12" X 6'
 - 5' DECORATIVE SIDEWALK - COLOR (FRENCH GRAY) - #3@18"O.C 4,000.PSI
 - 5" CONCRETE PAVER BASE - #3@18"O.C 4,000.PSI
 - 6" PAVING #4@18"O.C - 4,000.PSI
 - 5' DECORATIVE SIDEWALK - COLOR & EXPOSED AGGRATE - #3@18"O.C 4,000.PSI
 - 6"x12" MISC SITE CURBS
 - Curb and Gutter
 - Preparing and pouring of all site related concrete work – Per Plans & Specs
 - Layout out of all sitework
 - Fine grading of subgrade +/-1" – associated with concrete scope
 - Placement of forms & reinforcement
 - Placement of construction joints & joint fillers per plans & specs
 - Preparing and pouring of all curb & gutters
 - Preparing and pouring of all pavements
 - Saw cutting of all pavements per plans & specs

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- Setting of all owner provided bollards.
- Preparing and pouring of all sidewalks.
- Striping of all forms and general clean up
- Placement of curing compound
- Exclude wet curing of concrete, typical throughout unless specifically detailed in the drawings and covered in the bid.
- GMP assumes earth forming is acceptable where possible
- GMP includes GEO Foam per the following specifications:
 - 12GA PREFoam™ System with Installation Shop Drawings, Includes EPS 15 Only Per Plans, With Installation Shop Drawings (Auditorium Only)
 - 12GA PREFoam™ System with Installation Shop Drawings, Includes EPS 15 Only, With Installation Shop Drawings (Learning Stair and Ramp Only)

Division 4

- GMP includes Masonry per the following specifications:
 - Reinf. Wire, Ties, Dovetails (Galv. & Hot Dip only)
 - PVC Control Joints in CMU Only
 - Modular Face Brick
 - Ground Face CMU
 - Split Face CMU
 - Regular CMU
 - Grout In CMU Only
 - Cavity Drainage Material @ Base of Wall Only
 - Self-Adhered / Through Wall Flashing
 - Rebar and Rebar Shops
 - Rigid Insulation

Division 5

- GMP includes Structural Steel Fabrication and Erection per the following specifications:
 - Structural steel framing - columns, beams, bracing and connections.
 - Steel deck
 - Steel joists
 - Shear connectors at composite slab.
 - DBAs at slab edge – field welded to slab edge
 - Rolled steel
 - Slide bearing plates
 - Grating for Washer Basin Trench
 - Type 38W2 Smooth 1" x ¼"
 - Galvanized to ASTM A123 specifications.
 - Banded
 - Includes Galvanized Saddle Clips with tek screws.
 - Miscellaneous steel – stairs, railings, ladders, and connections
 - Stair A & Stair B ---Concrete Filled Pan
 - Stringer: HSS 12x3x1/4 & HSS 8x4x1/4
 - Pan: Plate 12 Gauge

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- Stringer Rail: Vertical Spindle Rail
 - Top Rail: HSSR 1.90x .145
 - Intermediate Rail: HSSR 1.66x .140
 - Post: HSSR 2.375x .154
 - Spindles: RB ¾"
 - Handrail: HSSR 1.50x .120 Stainless Steel w/TNS Arms & Brackets
 - Finish Stair: Primed Only
 - Finish Stringer Rail: Powder Coated
- Stair 1-Area C Common Area
 - Stringer: HSS 12x3x5/16 & HSS 8x4x1/4
 - Pan: Plate 12 Gauge
 - Stringer Rail: Perforated Panel
 - Center Stringer Rail: 1 Line: HSSR 1.90x .145 Stainless Steel
 - Handrail: HSSR 1.50x .120 Stainless Steel
 - Finish: Primed Only
- Stair 2-Area C Common Area
 - Stringer HSS 12x3x5/16 & HSS 8x4x1/4
 - Pan: Plate 12 Gauge
 - Stringer Rail: Perforated Panel
 - Center Stringer Rail: 1 Line: HSSR 1.90x .145 Stainless Steel
 - Handrail: HSSR 1.50x .120 Stainless Steel
 - Finish: Primed Only
- Stair 2-Area C Learning Stair
 - Stringer and Support: W16x40
 - Post Support: HSS 6x6x3/8"
- Stair E & Stair F-Mechanical Platform---Concrete Filled Pan
 - Stringer: HSS 12x3x1/4
 - Pan: Plate 12 Gauge
 - Stringer Rail: 2-Line
 - Top Rail & Post: HSSR 1.90x .145
 - Intermediate Rail: HSSR 1.66x .140
 - Handrail: HSSR 1.50x .120 Stainless Steel w/TNS Arms & Brackets
 - Finish: Primed Only
- Mechanical Platform
 - Stringer: C12x20.7
 - Pan: Plate 12 Gauge
 - Stringer Rail: 3-Line
 - Top Rail, Intermediate Rail, Post Rail: HSSR 1.66x .140
 - Handrail: HSSR 1.50x .120 w/TNS Arms & Brackets
- Auditorium-Stair H
 - Handrail/Single Line Rail
 - Top Rail and Post: HSSR 1.90x .145
 - Plate Mount: Plate ½"

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- Finish: Primed Only
- Elevator Pit Ladder
 - Rails: FB ½" x 2 ½"
 - Rungs: 3 Hole Traction Tread
 - Finish: Galvanized
- Roof Access Ladder
 - Rails: FB ½" x 2 ½"
 - Rungs: 3 Hole Traction Tread
 - Finish: Galvanized
- Roof Ladder
 - Rails: FB ½" x 2 ½"
 - Rungs: 3 Hole Traction Tread
 - Track & Harness: Honeywell-Miller Glide-Loc
 - Finish: Galvanized
- Vehicular Gate
 - Post: HSSR 6.625x .375
 - Gate Sleeve Hinge
 - Frame: HSS 6x2x3/8 and HSS 3x3x5/16
 - Finish: Primed Only
- Dumpster Enclosure Gate
 - Post: HSSR 6.625x .375
 - Gate Sleeve Hinge
 - Frame: HSS 3x3x3/16
 - Cane & Slide Bolt
 - Gate Panel: Form Deck 0.6C Galv 26
 - Finish: Primed Only
- Bollards: C403, C404
 - HSSR: 5.563x .375
 - Finish: Galvanized
- Security Bollard
 - Hercules M30---Model SPB-400
 - Finish: Black Finish
- Anchor bolts with templates (One template per column)
- Embed angle at OH Door sill
- CMU brace wall connections
- Channel and continuous plate at OH Door header
- GMP excludes Architecturally exposed framing as none is shown on plans.
- GMP includes misc. Metals performed by Teinert Construction.

Division 6

- GMP includes misc. Rough Carpentry performed by Teinert Construction
- GMP includes Millwork per the following specifications:
 - All elevated plastic laminate casework
 - Elevations 9-12, 23-24, 28 and 30 on A-841

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- Elevations 1-30 on A-842
- Elevations 3-22 on A-843
- Elevations 2 and 4 on A-844
- Plastic laminate countertops
- Teacher's wardrobe cabinets (marked with 'TW' on floorplans)
- Solid surface windowsills where indicated
- Freestanding desk with solid surface countertops in Reception C101
- Freestanding desk with solid surface countertops in Library C116
- Display Cases:
 - Recessed display case in room C100 (72" x 60" x 18")
 - Recessed display cases in room F100 (two cases at 150" x 72" x 24"; four cases at 72" x 60" x 16")
 - Birch plywood boxes
 - Sliding glass doors
 - Glass shelves
- Manufacturer - Case Systems (an AWI Certified Manufacturer)
- Cores - particleboard
- Drawer boxes - particleboard with melamine finish and onset drawer bottoms
- Edges
 - Doors and drawers - 3mm PVC
 - Bodies - 1mm PVC
 - Shelves - 1mm PVC at front edges
- Laminates
 - Color - per finish schedule A-861
 - Exterior faces - VGS laminate
 - Interior faces - white melamine
 - Grain - combination (vertical on doors, horizontal on drawers)
- Hardware
 - Hinges - 5-knuckle with brushed chrome finish
 - Slides - side-mounted ball bearing type
 - Shelf clips - polycarbonate with drilled hole support
 - Pulls - aluminum wire
 - Locks - 5-disc tumbler cam style included where indicated on drawings only
- Countertops
 - Color - per finish schedule A-861
 - Thickness - 1-1/8" solid core
 - Edges - square 3mm PVC
 - Splashes - non-integral, top applied
 - LED lights (final connections by others)

Division 7

- GMP includes Mod Bit Roofing Per the following Specifications:
 - Mechanically attach base layer of Elevate GL 2.2 ISO per specifications
 - Install second layer of Elevate GL 2.2 ISO in hot asphalt per specifications
 - Install Crickets in hot asphalt per drawings

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- Install 1/2" DensDeck in hot asphalt per specifications
- Install Elevate SBS Base Ply in hot asphalt per specifications
- Install Elevate SBS Cap Ultra White Ply in asphalt per specifications
- Install Base Ply & Finish Ply to parapet walls per specifications
- Install all Base Flashing per specifications
- Install expansion joint per specifications
- Flash all penetrations per specifications
- Install 24ga Stainless Flashing and Receiver per drawings
- Install 22ga cleat and 24ga coping cap & eave trim per specifications
- Install 24ga gutters and down spouts per specifications
- Provide manufacture 20 year NDL Warranty
- Provide ABF 2 year Warranty
- GMP Includes Metal Roofing per the following specifications:
 - PAC Tite Loc 24ga Standing Seam with Striations
 - Install Carlisle WIP250 Hi-Temp Underlayment
 - Install Pac Tite Loc 24ga Standing Seam (with Striations) metal roofing
 - Install 24 gauge prefinished gutters and downspouts
 - Include all trims and flashings
 - PAC Standard Finish Warranty & Water Tightness Warranty
 - ABF 2 year Labor Warranty
- GMP includes Waterproofing per the following specifications:
 - Fluid Applied Air Barrier
 - Interior Masonry Caulking @ Unpainted walls only
 - Exterior Hollow Metal Frame Caulking
 - Exterior Masonry to Dissimilar Material Caulking
 - Flatwork Caulking at new concrete paving and sidewalks
 - Exterior masonry CJ caulking
 - Below grade waterproofing at elevator pit and auditorium seating pit.
- GMP includes Metal Panels per the following specifications:
 - a. ACM Panel System
 - 4mm-FR ACM material
 - standard color selection (custom color not quoted)
 - PACCLAD Panel System
 - Pac-Clad Wall Reveal Wall Panel & Soffit Flush Panel
 - standard color selection (custom color not quoted)
 - "Rain Screen" Panel Attachment System
 - Structural Steel Column Covers where shown on plans.
- GMP includes Intumescent fireproofing per the following specifications:
 - Apply cementitious fireproofing to meet the requirements of a type II-A building and to match the fireproofing protection plans on pages G-010 only. Price includes spraying all floor beams, and columns to meet a 1-hour rating, all roof beams, roof columns, and roof deck, and roof joists to achieve a 1-hour rating. Roofs over 20' will only have columns fireproofed full height all other members do not require fireproofing.
 - Apply intumescent fireproofing to meet a Type II-A construction type per the IBC Code and the fireproofing requirements on the fireproofing plans shown.

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- GMP includes firestopping to be performed by Teinert Construction.
- GMP excludes expansion joint cover assemblies as none are shown on plans.

Division 8

- GMP includes Storefront and Glazing per the following specifications:
 - o Aluminum Exterior Storefront:
 - YKK AP YES 45 TU (2" x 4 ½") Thermal, Center Set, Screw Spline, Glass Type 2 or Glass Type 3
 - o Aluminum Interior Storefront:
 - YKK AP YES 45 FI (2" x 4 ½") Non-Thermal, Center Set, Screw Spline, Glass Type 1
 - o Aluminum Entrances:
 - YKK 50D Doors – Wide Stile, 2" Thick, Thermal, 10" Bottom Rail, Glass Type 2
 - Manufacturer Standard Offset Pivots, MS Lock, Push/Pull, and Surface-Mounted Closer
 - YKK 50D Doors – Wide Stile, 1-3/4" Thick, Non-Thermal, 10" Bottom Rail, Glass Type 1
 - Manufacturer Standard Offset Pivots, MS Lock, Push/Pull, and Surface-Mounted Closer
 - o Mirrors
 - ¼" Clear Annealed Mirrors, Top and Bottom J-Mold, Mirror Mastic & Safety Backing
 - o Fire Rated:
 - Forster Fuego Light, Interior, 120min, (2) 90min 6070 A/A Pair Doors w/Sidelites + transoms w/Low-Iron Pyrobel 120-54 and Low-Iron Pyrobel 90-30EG6 – 198" x 120" – Door Single Acting Pair Swing Out Active/Active, Powder Coat, Standard Color (TBD)
 - Includes 3-D Adjustable Bolt-On Hinges, Automatic Door Bottom, TS93 Surface Closer, CVR w/ Standard Lever Trim, & Cylinder w/ Temp Core
 - o Aluminum Transaction Windows:
 - QuikServ Ticket Window, Flush Mount, Amplified Speak-Thru, Non-B/R w/Glass Type 1
 - Deal Tray Not Included
 - o Folding Glass Panel Partition:
 - Moderco Crystal Model #242 – STC 44, Paired Panel Top (1") Fixed & Bottom (2") Automatic Seals, 6 Panels
 - Standard Locks Included
 - o Safety Film
 - Madico Safety Shield 800 8 Mil Security Film
 - Dow 995 Impact Protection Attachment
- GMP includes doors and hardware per the following specifications:
 - o Finish Hardware
 - Hinges & gasketing for Sound Control Door
 - Assemblies under Section 08 34 73.
 - o Hollow Metal Doors and Frames
 - Frames, primed, welded

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- Doors
- Wood Doors
 - 280 doors, plastic laminated, machined
- Sound Control Door Assemblies
 - Assemblies of steel frames & plastic laminated wood doors
 - Frames are primed & welded.
 - Terminated stops (listed in specs) NOT AVAILABLE.
- Wood doors are plastic laminated with stained hardwood edges.
- NOTE: STC52 doors are 2 1/4" thick.
- Doors with lites are with factory supplied & installed acoustical glass.
- Hardware (for Sound Control Assemblies) includes:
 - Cam lift hinges
 - Perimeter sound seals, door bottom & threshold
 - Balance of hardware from Division 8 hardware supplier.
- GMP includes Overhead Doors per the following specifications:
 - H 103B, H 103C, F 138B, F 138D: (4) 8x8 non insulated
 - H 104: (1) 8X8 insulated
 - G 110B, E 102B, E104A: (3) 6x4 countertop, non insulated
 - J 103A: (1) 8x10 insulated
 - Loading dock bumpers only
 - all with motors
- GMP excludes Power Door Operators as none are shown on plans.

Division 9

- GMP includes Gypsum Board Assemblies per the following specifications:
 - Exterior cold-formed metal framing.
 - 1/2 Glass-Mat gypsum sheathing at exterior walls.
 - Engineered shop drawings and structural calculations.
 - Unfaced fiberglass batt insulation at exterior perimeter walls.
 - Sound batt insulation for interior walls as specified
 - Interior non-structural metal framing of walls, furrdowns, and drywall ceilings.
 - 5/8 Gypsum board Type X.
 - 5/8 Glass mat tile backer behind ceramic tile areas.
 - 5/8 Moisture-resistant drywall at wet areas.
 - Fire / Sound caulking at tops and bottoms of interior partition as specified.
 - Corner bead, drywall trim, and drywall expansion joints as required.
 - Acoustical ceiling grid and ceiling tile as per room finish schedule and specifications.
 - Metal soffit panel at auditorium
 - Acoustical baffles in HUB and Library
 - Acoustical wall panels
 - Wood wall panel in auditorium.
 - Curved drywall panels at auditorium. (Framed with typical drywall studs)
 - Axiom at acoustical ceilings where specified.
 - Drywall clouds in auditorium.
- GMP includes Painting per the following specifications:

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- Drywall finish (tape, bed, and texture)
- Painting of walls, plywood wall panels, gypboard ceilings, exposed structure, doors, jambs, windows, stairs, painted signage, exposed columns, bollards, downspout boots, site directional signs, vehicular gate, steel tube jambs at dumpster enclosure, lintels, handicap sign tubes, steel channel perimeter and cross bracing at dumpster enclosure gate.
- Painter's caulk.
- GMP includes flooring and tiling per the following specifications:
 - Tarkett Baseworks 4" cove base
 - Altro Stronghold 30
 - Tarkett Linofloor XF sheet vinyl
 - Interface Knitstitch 50cm x 50cm carpet tile
 - Interface Open Ended 25cm x 100cm carpet tile
 - Interface SR899 Step Repeat 50cm x 50cm walk off carpet tile, transitions.
 - PCT-1 TILE STONE SOURCE FIORANO USA PLASTER 2.0 12X24 IVORY - WHITE FIELD
 - PCT-2 TILE STONE SOURCE FIORANO USA PLASTER 2.0 12X24 MIDNIGHT DARK ACCENT
 - PCT-3/PCT-4 TILE DAL TILE COLOR WHEEL LINEAR 4X12 EMERALD MATTE/GLOSS
 - PCT-5 TILE ATLAS CONCORDE USA MEMORY OAK VANILLA
 - RONDEC AE
 - RONDEC OUTS
 - SCHIENE/JOLLY AE
 - CUSTOMS PRISM PREMIUM GROUT
 - WALL THINSET LARGE FORMAT PORCELAIN
 - Includes minor floor and wall prep not to exceed TCNA standards
 - Excludes costs for moisture mitigation
- GMP includes Epoxy Flooring per the following specifications:
 - Application of resinous flooring system with full flake broadcast and high-grade polyaspartic topcoat.
 - Application of 6" integral epoxy cove base with zinc strip termination to match floor
- GMP includes Specialty Flooring per the following Specifications:
 - Gym Flooring
 - Installation of Robbins Hardwood Eclipse Anchored System.
 - 6 mil poly laid on top of slab, overlapped and taped.
 - Factory made Eclipse Plywood Sub-floor panels anchored to the concrete for uniform performance.
 - Install solid blocking where bleachers and/or portable goals are to be positioned.
 - Install 25/32" x 2 1/2", 2nd and Better XL+(NO Expansion Gaps)Grade Northern Hard Maple flooring.
 - Sand and seal with oil-based sealer.
 - Cost includes 12x12 foot center logos for both gyms. If larger, stain, more letters, cost will increase.
 - Apply oil base finish.
 - Install aluminum thresholds at interior doorways and vented cove base at walls.
 - GMP assumes there are no additional floor, foundation, or wall protection assemblies or elements for sports equipment
 - Stage Flooring

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- Installation of Hardboard Stage.
- 6 mil poly laid on top of slab.
- Sleepers anchored to concrete.
- Plywood Sub-floor, 2 layers 23/32 APA Rated Sheathing Exposure I.
- ¼" Masonite wet cured to prevent expansion screwed to sheathing
- Prepared and then painted with ArmorSeal by Sherwin Williams.
- Install aluminum thresholds at interior doorways/openings and vented cove base at walls.
- This bid excludes nosing and treads. Hardwood systems will add additional costs
- Weight Room Flooring
 - Installation of Galaxy Classic Weight Room flooring
 - Apply strata sport adhesive to the concrete
 - Install rolls of 4' 3/8" Galaxy Classic 10% epdm (custom colors add additional cost)
 - Install cove base at all walls and aluminum thresholds at all doors
- Drama Room Flooring
- GMP includes Polished concrete per the following specifications:
 - Grinding: Grind floor with aggressive diamond abrasives as needed / if needed to profile for quoted finish
 - Honing: Continue honing by progressively using higher grit bonded diamond abrasives and cross hatching
 - Densification: Apply densifier per manufacturer's directions
 - Polishing: Continue polishing in progressive steps using diamond bonded resin tooling to required gloss level
 - Seal/Guard: Apply penetrating stain-resistant guard per manufacturer's directions
 - Burnishing: Finish polishing process using diamond impregnated pad affixed to high speed burnisher
 - CPC Aggregate: Class A: Cream/No Intentionally Exposed Aggregate (industry standard)
 - CPC Sheen: Level 3: Polished Sheen (industry standard)
 - Basis of Design: SASE Signature Floor Concrete Polishing System or similar (e.g. Retroplate 99, L&M, Consolideck LS)
- GMP includes Terrazzo per the following specifications:
 - Precast epoxy Terrazzo Stair Treads

Division 10

- GMP includes Signage per the following specifications:
 - Install - Digital LED Display 10MM 3'10" Tall x 7'10" Wide Full Color Double Sided LED Digital Display Professional installation of up to 32 total square feet of LED display. Professional Installation and Configuration of LED Display(s) listed in this agreement.
 - Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-523 #4 Interior Elevation-Auditorium Entry 6" Tall x 5'3" Wide "Auditorium" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up
 - Install - Individually Mounted Channel Letters
 - This is for installation of Pg A-521 #17 Interior Elevation-Commons South Stairs "ECMS" @ 4 Letters 5' Tall X 18'1-1/2" individually mounted channel letters up to

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- 100 sq. ft. - Professional Installation - Proper mounting to support structure - Leveling - Touch up
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-522 #22 Interior Elevation-Cafeteria East 8" Tall x 4'6" Wide "SNACK BAR" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-523 #2 Graphics - Interior Letters 8" Tall x 6'5" Wide "CONCESSIONS" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-523 #12 Interior Elevation - Lobby South 1'4" Tall x 6'2" Wide "FINE ARTS" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-523 #3 Interior Elevation-Auditorium Entry 6" Tall x 5'3" Wide "Auditorium" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up
- Install - Room Signs
 - Installation of the 325 way finding room signs - Professional Installation - Proper mounting to support wall - Leveling - Installed to ADA specifications.
- Install - Adhesive Vinyl & Digital Prints
 - Installation of Pg A-521 Vinyl Wall Graphic #30 Interior Elevation-Corridor Entry 2nd Floor 9'8" Tall x 15' Wide adhesive vinyl & digital
- Install - Adhesive Vinyl & Digital Prints
 - Installation of Pg A-522 Vinyl Wall Graphic #22 Interior Elevation-Cafeteria East 9'10" Tall x 14'6" Wide adhesive vinyl & digital prints. Professional Installation - Clean - Position - Level - Apply
- Adhesive Vinyl & Digital Prints
 - Installation of Pg A-523 Vinyl Wall Graphic #18 Interior Elevation-Lobby North 16'8" Tall x 81'4-1/2" Wide adhesive vinyl & digital prints. - Professional Installation - Clean - Position - Level - Apply
- Install - Adhesive Vinyl & Digital Prints
 - Installation of Pg A-523 Vinyl Wall Graphic #12 Interior Elevation-Lobby South 18' Tall x 16' Wide adhesive vinyl & digital prints. -Professional Installation - Clean - Position - Level - Apply
- Install - Adhesive Vinyl & Digital Prints
 - Installation of Pg A-522 Vinyl Wall Graphic #26 Interior Elevation-Reception East 6'7" Tall x 6'6" Wide adhesive vinyl & digital prints. -Professional Installation - Clean - Position - Level - Apply
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-502 #5 Graphics - Exterior Letters "ECTOR COUNTY ISD MIDDLE SCHOOL" 2' Tall x 57'3" Wide architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up

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- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-507 #5 Graphics - Exterior Letters "FINE ARTS" 2' Tall x 12' Wide architectural dimensional letters -Professional
 - Installation - Proper mounting to support structure - Leveling - Touch up
- Install - Dedication Plaque
 - Installation of the dedication plaque(s) - Professional Installation - Proper mounting to support wall - Leveling
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-506 #12 Exterior Elevation- Area G Alternate 5 #5 Graphics - Exterior Letters 2' Tall Cast Aluminum Letters Century Gothic font "ATHLETICS" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-507 #9 Exterior Elevation- Area H #5 Graphics - Exterior Letters 1'8" Tall Cast Aluminum Letters Century Gothic font "AUDITORIUM" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-521 #10 Interior Elevation- Library North #2 Graphics - Interior Letters 6" Tall Cast Aluminum Letters Arial font "Information" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling -Touch up
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-522 #23 Interior Elevation- Reception North #2 Graphics - Interior Letters 6" Tall Cast Aluminum Letters Arial font "Information" architectural dimensional letters - Professional Installation - Proper mounting to support structure -Leveling- Touch up
- Install - Identification Dimensional Letters Sign (Per Sq Ft with \$375 minimum) 1 \$1,126.50
 - This is for installation of the Pg A-523 #12 Interior Elevation- Lobby South #2 Graphics - Interior Letters 1'11" Tall Cast Aluminum Letters Century Gothic font "Art Gallery" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up
- Install - Identification Dimensional Letters Sign
 - This is for installation of the Pg A-843 #5 Casework Elevation- Admin Recp Desk #2 Graphics - Interior Letters 6" Tall Cast Aluminum Letters Century Gothic font "ECMS" architectural dimensional letters - Professional Installation - Proper mounting to support structure - Leveling - Touch up
- Gemini - Pg A-502 #5 Graphics - Exterior Letters 2' Tall Anodized Cast Aluminum Letters Century Gothic font "ECTOR COUNTY ISD MIDDLE SCHOOL"
- Gemini - Pg A-507 #5 Graphics - Exterior Letters 2' Tall Anodized Cast Aluminum Letters "FINE ARTS"
- Install Pg AS-010 Aluminum Posts 8'4" OAH set 3000 PSI Concrete Footer Dimensions 16" Wide x 30" deep
- Gemini - Pg A-832 2'Tall x 1'9" Wide 1/4" Thick Aluminum Plaque Raised Characters to be Satin Finish Background to be Stippled Finish and sprayed Medium Black Acrylic Lacquer

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- Gemini - Pg A-832 #2 Graphics- Interior Letters 8" Tall Anodized Cast Aluminum Letters Century Gothic font "CONCESSIONS"
- Gemini - Pg A-843 #5 Casework Elevation- Admin Recp Desk #2 Graphics - Interior Letters 6" Tall Anodized Cast Aluminum Letters Century Gothic font "ECMS"
- Gemini - Pg A-523 #3 Interior Elevation- Auditorium Entry #2 Graphics - Interior Letters 6" Tall Anodized Cast Aluminum Letters Century Gothic font "Auditorium"
- Gemini - Pg A-523 #4 Interior Elevation- Auditorium Entry #2 Graphics - Interior Letters 6" Tall Anodized Cast Aluminum Letters Century Gothic font "Auditorium"
- Gemini - Pg A-523 #12 Interior Elevation- Lobby South #2 Graphics - Interior Letters 1'11" Tall Anodized Cast Aluminum Letters Century Gothic font "Art Gallery"
- Gemini - Pg A-523 #12 Interior Elevation- Lobby South #2 Graphics - Interior Letters 1'4" Tall Anodized Cast Aluminum Letters Century Gothic font "Fine Arts"
- Gemini - Pg A-522 #23 Interior Elevation- Reception North #2 Graphics - Interior Letters 6" Tall Anodized Cast Aluminum Letters Arial font "Information"
- Gemini - Pg A-521 #10 Interior Elevation- Library North #2 Graphics - Interior Letters 6" Tall Anodized Cast Aluminum Letters Arial font "Information"
- Gemini - Pg A-522 #22 Interior Elevation- Cafeteria East #2 Graphics - Interior Letters 8" Tall Anodized Cast Aluminum Letters Century Gothic font "SNACK BAR"
- Gemini - Pg A-506 #12 Exterior Elevation- Area G Alternate 5 #5 Graphics - Exterior Letters 2' Tall Anodized Cast Aluminum Letters Century Gothic font "ATHLETICS"
- Gemini - Pg A-507 #9 Exterior Elevation- Area H #5 Graphics - Exterior Letters 1'8" Tall Cast Aluminum Letters Century Gothic font "AUDITORIUM"
- GMP includes Folding Panel Partitions per the following specifications:
 - Two at 32'-6" x 9'-0" – Encore Paired
 - One at 36'-1" x 9'-0" – Encore Paired
 - One at 24'-0" x 10'-0" – Acousti-Clear Paired
 - 2-Year Modernfold panel warranty and 5-year track warranty
 - 52 STC rating on Encore with markerboard finish (specifications only call for 38 to 42 STC which is too low for a school and Encore starts at 52 STC)
 - 45 STC rating on Acousti-Clear with clear anodized frames and clear glazing
 - Steel track
 - Standard Modernfold color finishes
- GMP includes Visual Display Units per the following specifications:
 - 4'x4' Tack Boards
 - 4'x8' Tack Boards
 - 4'x4' Marker Boards
 - 4'x10' Tack Board
 - 4'x12' Marker Boards
 - 4'x8' Marker Boards
 - 4'x8' Marker Boards Staved
 - 4'x12' Marker Boards Staved
 - 4'x8' Tack Surfaces
 - 4'x7' Tack Surfaces
 - 8'x15' Glass Marker Surface
 - 8'x12' Glass Marker Surface

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- 7'x13' Tack Surface
- GMP Includes Plastic Toilet Compartments per the following specifications:
 - HDPE Floor Mounted Overhead Braced Toilet Compartments, 55"H Doors/Panels
 - HDPE Pilaster Mounted Urinal Screens
- GMP Includes Cubicle Curtains and Track per the following specifications:
 - 9' sections of Track and 11' Section of Track to Form Two Cubicles With Curtains
- GMP Includes wall protections per the following specifications:
 - 1.5"x1.5"x96" Stainless Steel, Adhesive Mounted Corner Guards
- GMP includes Toilet Accessories Per the following specifications:
 - 18"x36" Mirrors
 - 120"x36" Mirrors
 - 72"x36" Mirrors
 - 84"x36" Mirrors
 - Sanitary Napkin Disposal
 - 36" Straight Grab, smooth
 - 42" Straight Grab, smooth
 - 18" Straight Grab, smooth
 - 24" Straight Grab, peened
 - 42" Straight Grab, peened
 - 36" Shower Curtain Rod
 - 60" Shower Curtain Rod
 - 42"W x 72"H Shower Curtain
 - 72"W x 72"H Shower Curtain
 - Mop/Broom Holder
 - Folding ADA Shower Seat
 - 16"x31" Two Wall Grab Bar
 - Toilet Tissue Dispenser
 - Koala Kare Baby Changing Station
 - Adult Changing Station
- GMP includes Emergency aid and Fire Protection Specialties per the following specifications:
 - AED Cabinets
 - Heartsine AED Pads with Carrying Case
 - Recessed Knox Boxes
 - External Bleeding Control Cabinets
 - Cosmopolitan Fire Cabinets
 - Saturn 15 Extinguishers
 - Red Line Cartridge Operated Fire Extinguishers
 - Bracket For FK15 Extinguisher
 - Fire Blanket Cabinets with Blankets
- GMP includes flagpoles per the following specifications:
 - 30' Aluminum Cone Tapered Flagpole, single external halyard, gold aluminum ball, satin brush finish, spun aluminum collar, ground sleeve mounting
- GMP includes Kilns per the plans and specs.
- GMP includes Metal Lockers per the following specifications:

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- RM #G121 Boy LKR 18x18x72 Double Tier All Welded Locker
- RM #G114 G114 LKR 18x18x72 Double Tier All Welded Locker
- RM #H108 Dressing Room 18x18x72 Double Tier All Welded Locker
- RM #H109 Dressing Room 18x18x72 Double Tier All Welded Locker
- continuous sloping hoods and 12"fillers or less included
- RM #G116 Girls PE LKR 12x16x72 Six Tier All Welded Locker
- RM #G119 Boy PE LKR 12x16x72 Six Tier All Welded Locker
- continuous sloping hoods and 12"fillers or less included
- RM #G116 Girl PE LKR 12x12x72 Triple Tier All Welded Locker
- RM #G119 Boy PE LKR 12x12x72 Triple Tier All Welded Locker
- RM #E112 LKR 12x12x72 Triple Tier All Welded Locker
- continuous sloping hoods and 12"fillers or less included
- RM #G127 Dressing RM 12x15x72 Single Tier All Welded Locker
- RM #G132 Dressing RM 12x15x72 Single Tier All Welded Locker
- continuous sloping hoods and 12"fillers or less included
- Laminated maple benches
 - ADA
 - 6ft
 - 7ft
- Fixed pedestals included
- GMP Includes canopies per the following specifications:
 - 5' x 6' Cantilevered Canopies (WITH SOFFIT)
 - 10' x 30' Column Supported Canopy (WITH SOFFIT)(Must attach to building)(3 Columns)
 - 20' x 29' 2" "U" Bent Canopy (NO SOFFIT)
 - 5' x 8' 4" Cantilevered Canopies (WITH SOFFIT)
 - TWO COAT KYNAR PAINTED, 2 3/4" DECKING, 4 1/2" DECKING, 6" FASCIA, 12" EXTRUDED FASCIA, 18" FASCIA, 6" X 6" COLUMNS, 6" X 6" BEAMS, 6" X 12" BEAMS
- GMP excludes metal storage shelving.

Division 11

- GMP includes an Allowance of \$98,000 for Commercial Laundry Equipment.
- GMP excludes Residential appliances. To be OFOI.
- GMP includes indoor athletic equipment per the following specifications:
 - Main Gym
 - Draper #TF20 ceiling suspended front braced forward folding basketball backstop
 - Draper #503285 electric winch – key switch
 - Draper #503229 safety strap
 - Draper #503136 rectangular glass backboard
 - Draper #5032XX bolt-on backboard edge padding edge padding
 - Draper #503816 breakaway tube tie goal w/ net
 - Draper #501006 3.5" volleyball floor sleeve
 - Draper #501035 brass plated locking volleyball sleeve cover plate with key
 - Draper #500001 PVS volleyball system with posts, net and combo antenna/boundary markers
 - Draper #5011XX volleyball upright pad – 1 pad for 1 post

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- Draper #5014XX Freestanding/Folding judges stand with pads
- Draper #50443X Flat Pad-AZ wall pad 2' x 6' x 2" thick Class A nailing margins
- Draper #L-Pad-AZ Corner pad for columns (72"H x 36"W) overall under Main Court Basketball Backstop Plan A-101ZG Plan North
- Draper #504691 single gang wall pad insert
- Auxiliary Gym:
 - Draper #TF20 ceiling suspended front braced forward folding basketball backstop
 - Draper #503285 electric winch – key switch
 - Draper #503229 safety strap
 - Draper #503136 rectangular glass backboard
 - Draper #5032XX bolt-on backboard edge padding edge padding
 - Draper #503816 breakaway tube tie goal w/ net
 - Draper #501006 3.5" volleyball floor sleeve
 - Draper #501033 8" brass or chrome volleyball sleeve cover plate
 - Draper #500001 PVS Elite volleyball system with posts, net and combo antenna/boundary markers
 - Draper #5011XX volleyball upright pad – 1 pad for 1 post
 - Draper #5014XX Freestanding/Folding judges stand with pads
 - Draper #50443X Flat Pad-AZ wall pad 2' x 6' x 2" thick Class A nailing margins
 - Draper #L-Pad-AZ Corner pad for columns (72"H x 36"W) overall under Main Court Basketball Backstop Plan A-101ZG Plan North
 - Draper #504691 single gang wall pad insert
- Scoreboards
 - Daktronics #BB-2103-AR-PV tuff sport panaview basketball scoreboard – 6' H X 8' W X 6" D
 - Indoor scoreboard border stripe
 - Panaview double bonus
 - ID_C_TS_10_I corner panel 10' scoreboard – 17x33 – Decorated
 - all sport 5010 control console kit
 - indoor scoreboard communication (Transmitter)
 - radio receiver
 - hard sided carrying case for controller
 - Battery Pack
 - Daktronics #BB-2103-AR-PV tuff sport panaview basketball scoreboard – 6' H X 8' W X 6" D
 - Indoor scoreboard border stripe
 - Panaview double bonus
 - ID_C_TS_10_I corner panel 10' scoreboard – 17x33 – Decorated
 - all sport 5010 control console kit
 - indoor scoreboard communication (Transmitter)
 - radio receiver
 - hard sided carrying case for controller
 - Battery Pack
- Exterior Scoreboards

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- SPECTRUM Model 11014 Football Scoreboard
 - Spectrabrite LED Digits
 - Red & Amber LED Digit Set
 - Dimensions: 4' Tall X 14' Wide
 - Features: 21" Clock & Score Digits, 15" Digital Qtr.
- Radio controlled MSX Multi-Sport System
 - Built-In Protective Carrying Case
 - Connects to 120V power at control location
- Pair of SPECTRUM Model 1125T UltraBold L.E.D. Delay of Game
 - Snap Clocks (30" Digits)
- Radio Receivers to be tuned to the same channel as the Football Scoreboard. Clocks will operate through the MSX controller supplied with the new Football scoreboard.
- SPECTRUM Model EV-1 Portable Practice Segment Timers
 - Battery Operation for 12+ Hours of use (Also Operational when connected to Standard 120V power)
 - 15" LED Super Bright LED Digits
 - Includes wireless start/stop fob to pause and re-start practices

Division 12

- GMP includes Library Casework per the following specifications:
 - Casework
 - Casework will be standard Majestic, Red Oak dowel construction with standard reveals as per specifications. Casework meets SEFA 8 standards.
 - Standard CARB 2 and MAS Certified materials in lieu of NAUF/ULEF materials. Includes instructors desks.
 - Fixtures
 - Fixtures will be standard line from Water Saver with a polished chrome finish. Fixtures will not be vandal resistant.
 - Epoxy Tops
 - 1" Thick Flat Black Epoxy Tops with Epoxy drop-in style sinks and 4" high field applied backsplash
 - Misc.
 - Goggle Cabinets
 - Fire Blankets
 - Epoxy Pegboards
- GMP includes Library Casework per the following specifications:
 - Providing Red Oak "Fusion Series Shelving" as Specified as Basis of Design as follows:
 - All HPL surfaces to be Wilson Art Standard Colors ending in Suffix -38 or -60
 - individual HPL Tops on 60"H and 48"H Shelving Units
 - Individual Wood Tops on 72"H Shelving Units
 - Vertical Surfaces (End Panels) to have HPL as specified
 - Type A: 60"H x 72"L x 24"D – Starter/Adder CombinaMon Units on Casters
 - Type B: 48"H x 36"L x 12"D – Starter Unit
 - Type B: 48"H x 36"L x 12"D – Adder Unit
 - Type C: 72"H x 36"L x 12"D – Starter Unit

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- Type C: 72”H x 36”L x 12”D – Adder Unit
- Mobile Depressible Book Truck 27x27x22
- GMP includes Window Treatments per the following specifications:
 - Manual Draper Roller Shades
 - Motorized Draper Roller Shades
- GMP includes furnish and install of the Kiln by Teinert Construction.
- GMP includes Theatrical Rigging and Stage Curtain Systems per the following specifications:
 - PIPE BATTENS
 - 18.0' LENGTH
 - 52.0' LENGTH
 - 60.0' LENGTH
 - 1 @ 52.0' x 28.0' PIPE GRID
 - 1 @ 14.0' x 12.0' PIPE GRID
 - 1-1/2IN SCH. 40 STEEL PIPE, POWDER COATED BLACK
 - RIGGING HARDWARE
 - GENERAL/FRONT ENDS
 - ACCESS EQUIPMENT
 - STAGE CURTAIN PACKAGE
 - Stage Valance, 52' x 6', 25oz, CHARISMA, 50% FULL, 1 PANEL
 - Stage Front Curtain, 28' x 18', 25oz, CHARISMA, 50% FULL, 2 PANELS
 - Stage Border, 60' x 6', 20oz, CRESCENT, 50% FULL, 4 PANELS
 - Stage Leg, 10' x 18', 20oz, CRESCENT, 50% FULL, 4 PANELS
 - Stage Midstage Traveler, 32' x 18', 20oz, CRESCENT, 50% FULL, 2 PANELS
 - Stage Upstage Traveler, 32' x 18', 20oz, CRESCENT, 50% FULL, 2 PANELS
 - Stage Cyclorama, 59' x 18', 18oz, FR MUSLIN, 0% FULL, 1 PANEL
 - Black Box surround X, 15' x 15', 25oz, CRESCENT, 50% FULL, 2 PANELS
 - Black Box surround Y, 13' x 15', 25oz, CRESCENT, 50% FULL, 2 PANELS
 - STAGE CURTAIN TRACKS PACKAGE
 - MOTORIZED RIGGING SYSTEM
 - 18' FlyPipe to consist of:
 - 3 8006A1002 FP-DRV-208-B - FlyPipe Drive + End Sections 208V 18-38' black
 - Helix Cable Management to consist of:
 - 3 8006A2053 HLX30-208-3 - Helix cable management system to consist of:
 - Helix system to support up to 30' of vertical travel
 - Hoist power and data cables - 208V
 - Three-circuit power distribution cable
 - Single Cat5e cable for DMX
 - Grid Iron Junction Boxes to consist of:
 - 3 7199A1052 GIJB-6-XG - Gridiron junction box with terminals for up to 6-20 A
 - circuits and one DMX cable gland
 - Outlet Boxes to consist of:
 - 3 QUOTE-30014 9306B-1X - Surface Mount Pigtail Box with:
 - 6 - 18" pigtails and 20A Grounded Twist-Lock (L5-20R)

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- connectors wired on 2 - 20A circuits
- 1 - XLR-5FDM3 DMX Out Connector(s)
- with voltage barrier
- 3 7099A1055 FlyPipe Distro Bracket Kit
- Hoist Power and Control Distribution to consist of:
 - 3 8050A2018 PCD-F-FP - FlyPipe Power & Control Distribution Faceplate; (1)
 - 208VAC Power Outlet and (1) Control Outlet
 - 3 8050A2003 PCD-SBB - Power & Control Distribution - 9" Surface Mount
 - Back Box with Voltage Barrier
- QuickTouch+ Controller and Control Accessories to consist of:
 - 1 8061A1008 QT+ MK2 6CH - QuickTouch+ Mk2 Controller, 6 channel
 - 1 8055A1101 QT-SBB-LG - Large QuickTouch Surface Back box
 - 1 8055K1001 QT-D-LG - Large QuickTouch Door
 - 1 8055A1006 FSRC - Fixed Speed Remote Control - Hand Held w/ 50' lead
 - 1 8055A1010 ESBS MK2 - Emergency Stop Button Station Mk2
 - 1 1064A1038 2SBD-4 - ETC 2-gang Surface Mount Back Box (3.5" deep)
- GMP includes Stage Fixtures and Portable Equipment per the following specifications
 - Theatrical Lighting Fixtures and Portable Equipment as specified.
 - Stage Power and Control Systems as specified.
 - Auditorium Audio System
 - Auditorium Video System
 - Auditorium Intercom Communication System
 - Drama Black Box Audio System
 - Main Gymnasium Audio System
 - Aux Gymnasium Audio System
 - Weight Room Audio System
 - Band Hall Audio System
 - Orchestra Audio System
 - Band Hall Video System
 - Orchestra Video System
 - Choir Audio System
 - Choir Video System
 - Ensemble F106 Audio System
 - Ensemble F121 Audio System
 - Ensemble F123 Audio System
- GMP includes Orchestra and band shelving/ Uniform racks.
- GMP includes Kitchen Equipment per the following specifications.
 - Food service equipment schedule - kitchen per QF1.0
 - Includes and allowance of \$85,000 for disposers, item #601, and item #129.

Division 13

- GMP includes Telescoping Bleachers per the following specifications:
 - Interkal Bleachers Telescoping Bleachers

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- Main Gym
 - 1 each wall attached telescoping bleacher section – Home Side
 - Size: 96-7" +/- L X 11 Rows
 - Friction electric operation
 - 11.5 rise; 24" span
 - Limit Switches
 - 10" x 18" ESM plastic seat modules
 - Seat numbers & Row letters
 - Self-storing aisle rails
 - Seat level fillers
 - Vinyl end curtains
 - ADA compliant – Fixed opening
 - 1 each wall attached telescoping bleacher section – Visitor Side
 - Size: 89-4" +/- L X 7 Rows
 - Friction electric operation
 - 11.5" rise; 24" span
 - Limit Switches
 - 10" x 18" ESM plastic seat modules
 - Seat numbers & Row letters
 - Self-storing aisle and end rails
 - Seat level fillers
 - Vinyl end curtains
 - ADA compliant – Fixed opening
- Auxiliary Gym
 - 1 each wall attached telescoping bleacher section
 - Size: 89'-4" +/- L X 5 Rows
 - Friction electric operation
 - 11.5" rise; 24" span
 - Limit Switches
 - 10" x 18" ESM plastic seat modules
 - Seat numbers & Row letters
 - Self-storing aisle and end rails
 - Seat level fillers
 - Vinyl end curtains
 - ADA compliant – Fixed opening
- GMP includes Outdoor Bleachers and Grandstands per the following specifications:
 - Clear anodized aluminum seat boards & riser boards
 - Mill finish aluminum footboards – Sturdisteel Tongue & Groove Full Deck (semi-closed)
 - Angle closures to make a "closed deck"
 - Galvanized steel columns, stringers, cross braces and guardrail posts
 - Two (2) line aluminum pipe w/ galvanized chain link in fill guardrail
 - Aisles w/ mid-rails
 - WC spaces w/ companion seats
 - One (1) "U" style ramp, and two (2) exit stairs
 - 8" rise w/ 24" tread

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- GMP includes Auditorium Seating Per the following specifications:
 - MANUFACTURER
 - Hussey
 - MODEL
 - Quattro Traditional
 - ARMREST TYPE
 - Wood
 - UPHOLSTERY FABRIC
 - Hussey Grade G
 - FINISH
 - Outdoor, Manufacturer Standard Color
 - STANDARDS
 - Steel Floor Mount no Foot Caps
 - END PANELS
 - Wood Veneer
 - BUILDING CODE IBC 2018
 - AISLE LIGHTS Qty 48
 - DESCRIPTION
 - Quattro soft square polymer low back with 2” back foam, polymer seat pan with plush seat foam
 - ACCESSORIES
 - row letters, seat numbers, ADA, attic stock

Division 14

- GMP includes EOX TKE elevators per the following specifications:

Unit# NickName: E1 Units in Group: 1 Product: EOX Traction Application: Passenger Loading Class: A Seismic Equipment: No Capacity: 3500 lbs. Speed: 150 fpm Travel: 15 ft 4 in Landings: 2 stops (2 front, 0 rear) Power Supply: 208 Volts / 3 PH / 60 Hz Code Year: 2016	Door Type: Center opening Door Width: 3 ft 6 in Door Height: 7 ft 0 in Cab Height: 8 ft 0 in Clear Inside Cab Width: 6 ft 9 in Clear Inside Cab Depth: 5 ft 5 in Hoistway Width: 8 ft 6 in Hoistway Depth: 6 ft 9 in Pit Depth: 5 ft 0 in Clear Overhead?: 12 ft 7 in Controller Location: Jamb
	Limited Access Provisions Type: Yes
Cab Cab Interior Type: Steel shell Cab Wall Column: Stainless Steel Cab Side Wall: Stainless Steel Cab Rear Wall: Stainless Steel Cab Front: Stainless Steel Cab Doors: Stainless Steel Cab Door Sill: Aluminum Cab Finished Floor: By others (not exceed 3/4") Ceiling: Downlight Ceiling Finish: Stainless Steel Handrail Location: Rear Wall only	Car Fixtures Type: Surface Mounted with Push Buttons (half height) Finish: Stainless Steel Fixtures Included: Applied Car Operating Panel, Car Position Indicator, Car Riding Lantern Hall Fixtures Type: In-Jamb position Fixtures Included: Hall Stations, In-Jamb Position Indicator at Ground Floor Lobby Panel: No
Entrance Doors Assigned Entrance Finishing F - 2 Stainless Steel F - 1 Stainless Steel	Pit Ladder Pit Ladder Provider: Retractable included Notch: 0

Attachment 03

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Division 21-23

- GMP includes Fire Suppression per the following specifications
 - o Inside sprinkler systems will be a wet pipe fire sprinkler systems designed and installed per NFPA13
 - o All materials will be UL listed or FM approved
 - o Sprinkler heads to match ceiling.
 - o Sprinklers in storage and mechanical room storage be chrome standard pendants with 2 piece escutcheons
 - o Backflow preventer inside building at riser.
 - o Fire pump and accessories
 - o 6" C900 PVC underground fire line supply back to fire loop
 - o 4" C900 PVC remote FDC fire line
- GMP includes HVAC systems per the following specifications:
 - o EMS Controls
 - o BIM Modeling, Design Coordination & Clash or Shop Fabrication Drawings
 - o Air Distribution
 - o Sheet Metal Ductwork with (Internal Lined Insulation)
 - o Sheet Metal Ductwork with (External Wrap Insulation)
 - o Spiral Pipe & Fittings / Single Wall Ductwork
 - o Spiral Pipe & Fittings / Dual Wall Ductwork
 - o Vibration Isolation of Mechanical Equipment Only
 - o Roof Supports for Mechanical Equipment
 - o Condensate Piping / Above Grade / Ceiling (PROGRESS – COPPER PIPE)
 - o Refrigeration Piping w/ Insulation
 - o Chilled & Hot Hydronic Specialties
 - o Chilled & Hot Water Piping / Above Grade ½" thru 2" (THREADED - BLACK STEEL PIPE)
 - o Chilled & Hot Water Piping / Above Grade 2½" thru 10" (VICTAULIC - BLACK STEEL PIPE)
 - o Chilled & Hot Water Piping Insulation
 - o Initial Chemical Charge (By Bosworth)
 - o Chemical Treating & Flushing (Purge Right as Specified)
 - o Refrigeration Piping on Roof Provided w/ Roof Pipe Supports
 - o Pipe Hangers & Pipe Supports as Required
 - o Concrete Pipe Cores or Sleeves as Required for Hydronic Piping Passing thru Each Floor
 - o Welded Stainless Steel Ductwork at Dishwasher Hood
 - o Grease Duct and Insulation
 - o Excludes chiller capacity testing.
 - o Equipment per below:
 - 02 - VRF Condensing Units
 - 04 - VRF Fan & Coil Units
 - 15 - Ductless Splits Systems
 - 14 - Exhaust Fans
 - 03 - Kitchen Exhaust Fans
 - 01 - Dishwasher Exhaust Fans
 - 08 - Louvers

Attachment 03

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- 04 - Wall Fans
- 31 - AHU (Daikin)
- 07 - OAHU (Daikin)
- 02 - CHW/HW Fan & Coil Units
- 70 - Zone Balancing Dampers at Multi-Zone Units (Not Shown on Plans but will be Required)
- 03 - Electric Unit Heaters
- 19 - Gravity Ventilators
- 03 - Kitchen Hood
- 03 - Grease Duct w/ Fire Wrap
- 02 - Make-up Air Units
- 33 - Duct Silencers
- 00 - VFD Drives
- 05 - Hot Water Pumps
- 05 - Chilled Water Pumps
- 02 - Expansion Tanks
- 02 - Air Separators
- 02 - Shot Feeders
- 03 - Air Cooled Chillers (Daikin)
- 03- Boilers
- Excludes Mechanical Commissioning
- GMP includes plumbing per the following specifications:
 - Sanitary Waste & Vent Piping / Underground 2" thru 6" (PVC-DWV)
 - Sanitary Waste & Vent Piping / Below Floor 2" thru 4" (NO-HUB) as Shown
 - Sanitary Waste & Vent Piping / Above Floor 2" thru 4" (NO-HUB) as Shown
 - Concrete Pipe Cores or Sleeves as Required for 2nd Floor Rough-in
 - Lab Acid Waste & Vent Piping / Underground & Above Grade (DELETED ADDENDUM #1)
 - Roof Drains & Roof Drain Piping / Underground 8" (PVC-DWV) as Shown
 - Roof Drains & Roof Drain Piping / Above Grade 4" thru 8" (NO-HUB) as Shown
 - Domestic Water Piping / Above Grade ½" thru 4" (PROGRESS - COPPER TYPE L)
 - Domestic Water Piping / Underground ½" thru ¾" (PEX - POLYETHYLENE) Kitchen Area Only
 - Domestic Water Piping Insulation
 - Gas Piping / Natural Gas (2 PSI System w/ Regulators) as Shown / Nat. Gas Plans Incomplete
 - Gas Piping / Above Grade ½" thru 2" (MEGA-PRESS - BLACK STEEL)
 - Gas Piping / Above Grade 2½" thru 3" (MEGA-PRESS - BLACK STEEL)
 - Gas Piping on Roof Provided w/ Roof Pipe Supports
 - Final Plumbing Connection on (KEP Supplied & Set In-Place Kitchen Equipment by G.C.)
 - Rock Saw (Trenching) included in our proposal for building pad & service lines per Drawings
 - Plumbing Piping Scheduled per (Bosworth Schedule of Materials / Specification Incomplete)
 - Plumbing Fixtures as Scheduled per (Bosworth Schedule Below / Schedule Incomplete)

Attachment 03

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- Fixtures Schedule below are What We Have Included / No Other Fixtures or Equipment Included:
 - PLUMBING (BLDG. – AREA A / P-101A) FIXTURES AS SCHEDULED
 - 01 - (WC-1) Water Closet / Floor Mount / Manual Flush Valve
 - 07 - (WC-2) Water Closet / Floor Mount / Manual Flush Valve / ADA
 - 01 - (U-2) Urinal / Wall Hung / Sensor Flush Valve / ADA
 - 05 - (L-2) Lavatory / Wall Hung / Wall Carrier / Standard Faucet / ADA
 - 01 - (WS-1) Lavatory Wash Station / 4-Station
 - 02 - (SK-2) Sink / Double Compartment / Self-Rimming / Faucet / ADA
 - 04 - (SK-3) Sink / Double Compartment / Self-Rimming / Faucet / ADA
 - 02 - (SK-5) Sink / Single Compartment / Self Rimming / Faucet / ADA
 - 02 - (SK-6) Sink / Double Compartment / Self-Rimming / Faucet / ADA
 - 01 - (SS-1) Mop Sink / Faucet
 - 01 - (EDF-1) Electric Water Cooler / Bi-Level / Bottle Fill / ADA
 - 01 - (SH-2) Shower Valve & Trim / ADA
 - 05 - (FD-1) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 07 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 01 - (HB-1) ¾" Hose Bibb Hydrant
 - 03 - (WH-1) ¾" Exterior Wall Hydrant
 - 01 - (EWH-4) Water Heater / 50 Gallon / Electric / Pan
 - 01 - (CP-4) Hot Water Re-Circulating Pump
 - 01 - (ET-4) 5 Gallon / Expansion Tank
 - 03 - (RVB-1) Water Box (Ice Machine, Refrigerator & Filtration by Other)
 - 01 - (RVB-2) Washer Box (Washer & Dryer by Other)
 - PLUMBING (BLDG. – AREA B / P-101B) FIXTURES AS SCHEDULED
 - 04 - (WC-1) Water Closet / Floor Mount / Manual Flush Valve
 - 04 - (WC-2) Water Closet / Floor Mount / Manual Flush Valve / ADA
 - 01 - (U-1) Urinal / Wall Hung / Sensor Flush Valve
 - 01 - (U-2) Urinal / Wall Hung / Sensor Flush Valve / ADA
 - 02 - (L-2) Lavatory / Wall Hung / Wall Carrier / Standard Faucet / ADA
 - 01 - (WS-3) Lavatory Wash Station / 6-Station
 - 12 - (SK-1) Sink / Single Compartment / Self Rimming / Faucet / ADA
 - 01 - (SS-1) Mop Sink / Faucet
 - 01 - (EDF-1) Electric Water Cooler / Bi-Level / Bottle Fill / ADA
 - 01 - (EEW-1) Emergency Eye Wash / Shower / Floor Mount
 - 02 - (FD-1) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 07 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 02 - (WH-1) ¾" Exterior Wall Hydrant
 - 01 - (EWH-2) Water Heater / 50 Gallon / Electric / Pan
 - 01 - (CP-2) Hot Water Re-Circulating Pump

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- 01 - (ET-2) 5 Gallon / Expansion Tank
- 03 - (RVB-1) Water Box (Ice Machine, Refrigerator & Filtration by Other)
- PLUMBING (BLDG. – AREA C / P-101C) FIXTURES AS SCHEDULED
 - 03 - (WC-2) Water Closet / Floor Mount / Manual Flush Valve / ADA
 - 03 - (L-2) Lavatory / Wall Hung / Wall Carrier / Standard Faucet / ADA
 - 01 - (SK-1) Sink / Single Compartment / Self Rimming / Faucet / ADA
 - 02 - (SK-2) Sink / Double Compartment / Self-Rimming / Faucet / ADA
 - 01 - (EDF-1) Electric Water Cooler / Bi-Level / Bottle Fill / ADA
- PLUMBING (BLDG. – AREA C / P-101C) FIXTURES AS SCHEDULED - CONTINUED
 - 01 - (ESP-1) Elevator Sump Pump (Basin by Structural Contractor)
 - 01 - (FD-1) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 02 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 01 - (WH-1) ¾" Exterior Wall Hydrant
 - 01 - (RVB-1) Water Box (Ice Machine, Refrigerator & Filtration by Other)
- PLUMBING (BLDG. – AREA D / P-101D) FIXTURES AS SCHEDULED
 - No Fixtures or Equipment as Shown or Included
- PLUMBING (BLDG. – AREA E / P-101E) FIXTURES AS SCHEDULED
 - 05 - (WC-1) Water Closet / Floor Mount / Manual Flush Valve
 - 04 - (WC-2) Water Closet / Floor Mount / Manual Flush Valve / ADA
 - 02 - (U-1) Urinal / Wall Hung / Sensor Flush Valve
 - 01 - (U-2) Urinal / Wall Hung / Sensor Flush Valve / ADA
 - 02 - (L-2) Lavatory / Wall Hung / Wall Carrier / Standard Faucet / ADA
 - 01 - (WS-1) Lavatory Wash Station / 4-Station
 - 01 - (SK-1) Sink / Single Compartment / Self Rimming / Faucet / ADA
 - 08 - (SK-4) Sink / Wall Hung / Faucet / Kitchen Type Hand Sink
 - 01 - (SS-1) Mop Sink / Faucet
 - 04 - (FD-1) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 20 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 04 - (FD-2) 4" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 09 - (FS-3) Floor Sinks (Trap Guards Provided / No Trap Primers Provided)
 - 02 - (HD-1) Hub Drains (Trap Guards Provided / No Trap Primers Provided)
 - 02 - (HB-1) ¾" Hose Bibb Hydrant
 - 02 - (WH-1) ¾" Exterior Wall Hydrant
 - 01 - (DWP-1) Duplex Booster Pump / Domestic Water / 4" Pipe Size / Three Valve By-Pass
 - 01 - (GWH-1) Water Heater / 100 Gallon / Nat. Gas / 199MBH / Venting
 - 01 - (GWH-2) Water Heater / 100 Gallon / Nat. Gas / 199MBH / Venting
 - 01 - (GWH-3) Water Heater / 100 Gallon / Nat. Gas / 199MBH / Venting
 - 01 - (GWH-4) Water Heater / 100 Gallon / Nat. Gas / 199MBH / Venting

Attachment 03

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- 01 - (CP-5) Hot Water Re-Circulating Pump
- 01 - (CP-6) Hot Water Re-Circulating Pump
- 01 - (BFP-1) 4" RPZ Backflow Preventer / Main Water Entry to Building
- 01 - (GT-1) Grease Trap / 2500 Gallon / Manhole Ring & Covers / See Site Work Scope
- PLUMBING (KITCHEN – QF1.0) KEP EQUIPMENT AS SCHEDULED
 - 01 - (109) Ice Machine
 - 01 - (121) Disposal Sink / 2 Comp
 - 02 - (123) Disposal Sink / 1 Comp
 - 02 - (161) Convection Oven (Gas Quick Flex by KEP)
 - 02 - (162) Double Convection Oven (Gas Quick Flex by KEP)
 - 02 - (164) Tilt Braising Pan
 - 02 - (164P) Trough Drain at Tilt Braising Pan
- PLUMBING (KITCHEN – QF1.0) KEP EQUIPMENT AS SCHEDULED - CONTINUED
 - 01 - (172) Double Oven (Gas Quick Flex by KEP)
 - 01 - (250) Dish Machine
 - 01 - (253) Dish Machine Booster Heater
 - 01 - (256) Triple / Power Wash Sink (Twist & Waste Assemblies by KEP)
 - 08 - (262) Hand Sink / SK-4
 - 01 - (263) Remote Water Filtration
 - 01 - (650) Gas Range (Gas Quick Flex by KEP)
 - 15 - (000) Hot Food Wells
- PLUMBING (BLDG. – AREA F / P-101F) FIXTURES AS SCHEDULED
 - 02 - (WC-1) Water Closet / Floor Mount / Manual Flush Valve
 - 04 - (WC-2) Water Closet / Floor Mount / Manual Flush Valve / ADA
 - 02 - (U-2) Urinal / Wall Hung / Sensor Flush Valve / ADA
 - 02 - (L-2) Lavatory / Wall Hung / Wall Carrier / Standard Faucet / ADA
 - 01 - (WS-1) Lavatory Wash Station / 4-Station
 - 01 - (SK-1) Sink / Single Compartment / Self Rimming / Faucet / ADA
 - 01 - (SK-5) Sink / Single Compartment / Self Rimming / Faucet / ADA
 - 01 - (SK-6) Sink / Double Compartment / Self-Rimming / Faucet / ADA
 - 01 - (EDF-1) Electric Water Cooler / Bi-Level / Bottle Fill / ADA
 - 02 - (FD-1) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 02 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
- PLUMBING (BLDG. – AREA G / P-101G) FIXTURES AS SCHEDULED
 - 09 - (WC-1) Water Closet / Floor Mount / Manual Flush Valve
 - 09 - (WC-2) Water Closet / Floor Mount / Manual Flush Valve / ADA
 - 04 - (U-1) Urinal / Wall Hung / Sensor Flush Valve
 - 03 - (U-2) Urinal / Wall Hung / Sensor Flush Valve / ADA
 - 08 - (L-1) Lavatory / Wall Hung / Wall Carrier / Standard Faucet
 - 07 - (L-2) Lavatory / Wall Hung / Wall Carrier / Standard Faucet / ADA

Attachment 03

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- 02 - (WS-2) Lavatory Wash Station / 3-Station
- 01 - (SK-1) Sink / Single Compartment / Self Rimming / Faucet / ADA
- 02 - (SS-1) Mop Sink / Faucet
- 05 - (EDF-1) Electric Water Cooler / Bi-Level / Bottle Fill / ADA
- 12 - (SH-1) Shower Valve & Trim
- 04 - (SH-2) Shower Valve & Trim / ADA
- 11 - (FD-1) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
- 18 - (FD-2) 2" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
- 19 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
- 01 - (FS-1) Floor Sinks (Trap Guards Provided / No Trap Primers Provided)
- 02 - (TD-1) 8'ft Trench Drains (Trap Guards Provided / No Trap Primers Provided)
- 01 - (WH-1) ¾" Exterior Wall Hydrant
- 02 - (RVB-1) Water Box (Ice Machine, Refrigerator & Filtration by Other)
- 02 - (RVB-2) Washer Box (Washer & Dryer by Other)
- PLUMBING (BLDG. – AREA H / P-101H) FIXTURES AS SCHEDULED - CONTINUED
 - 02 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 01 - (RVB-2) Washer Box (Washer & Dryer by Other)
 - 01 - (SS-1) Mop Sink / Faucet
 - 01 - (TD-1) 8'ft Trench Drains (Trap Guards Provided / No Trap Primers Provided)
- PLUMBING (BLDG. – AREA A / P-102A) FIXTURES AS SCHEDULED
 - 04 - (WC-1) Water Closet / Floor Mount / Manual Flush Valve
 - 04 - (WC-2) Water Closet / Floor Mount / Manual Flush Valve / ADA
 - 01 - (U-1) Urinal / Wall Hung / Sensor Flush Valve
 - 01 - (U-2) Urinal / Wall Hung / Sensor Flush Valve / ADA
 - 02 - (L-2) Lavatory / Wall Hung / Wall Carrier / Standard Faucet / ADA
 - 01 - (WS-3) Lavatory Wash Station / 6-Station
 - 09 - (SK-1) Sink / Single Compartment / Self Rimming / Faucet / ADA
 - 03 - (SK-2) Sink / Double Compartment / Self-Rimming / Faucet / ADA
 - 01 - (SS-1) Mop Sink / Faucet
 - 01 - (EDF-1) Electric Water Cooler / Bi-Level / Bottle Fill / ADA
 - 01 - (EEW-1) Emergency Eye Wash / Shower / Floor Mount
 - 02 - (FD-1) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 08 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 01 - (HB-1) ¾" Hose Bibb Hydrant
 - 01 - (EWH-1) Water Heater / 50 Gallon / Electric / Pan
 - 01 - (CP-1) Hot Water Re-Circulating Pump

Attachment 03

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- 01 - (ET-1) 5 Gallon / Expansion Tank
- PLUMBING (BLDG. – AREA B / P-102B) FIXTURES AS SCHEDULED
 - 04 - (WC-1) Water Closet / Floor Mount / Manual Flush Valve
 - 04 - (WC-2) Water Closet / Floor Mount / Manual Flush Valve / ADA
 - 01 - (U-1) Urinal / Wall Hung / Sensor Flush Valve
 - 01 - (U-2) Urinal / Wall Hung / Sensor Flush Valve / ADA
 - 02 - (L-2) Lavatory / Wall Hung / Wall Carrier / Standard Faucet / ADA
 - 01 - (WS-3) Lavatory Wash Station / 6-Station
 - 12 - (SK-1) Sink / Single Compartment / Self Rimming / Faucet / ADA
 - 01 - (SS-1) Mop Sink / Faucet
 - 01 - (EDF-1) Electric Water Cooler / Bi-Level / Bottle Fill / ADA
 - 01 - (EEW-1) Emergency Eye Wash / Shower / Floor Mount
 - 04 - (FD-1) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 05 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 01 - (HB-1) ¾" Hose Bibb Hydrant
 - 01 - (EWH-3) Water Heater / 50 Gallon / Electric / Pan
 - 01 - (CP-3) Hot Water Re-Circulating Pump
 - 01 - (ET-3) 5 Gallon / Expansion Tank
 - 03 - (RVB-1) Water Box (Ice Machine, Refrigerator & Filtration by Other)
- PLUMBING (BLDG. – AREA C / P-102C) FIXTURES AS SCHEDULED
 - No Fixtures or Equipment as Shown or Included
- PLUMBING (BLDG. – AREA D / P-102D) FIXTURES AS SCHEDULED
 - No Fixtures or Equipment as Shown or Included
- PLUMBING (BLDG. – AREA E / P-102E) FIXTURES AS SCHEDULED
 - 06 - (FS-1) Floor Sinks (Trap Guards Provided / No Trap Primers Provided)
 - 01 - (HB-1) ¾" Hose Bibb Hydrant
- PLUMBING (BLDG. – AREA F / P-102F) FIXTURES AS SCHEDULED
 - 11 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 01 - (HB-1) ¾" Hose Bibb Hydrant
- PLUMBING (BLDG. – AREA G / P-102G) FIXTURES AS SCHEDULED
 - 08 - (FD-2) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
 - 01 - (HB-1) ¾" Hose Bibb Hydrant
- PLUMBING (BLDG. – ROOF OVERALL / P-103) FIXTURES AS SCHEDULED
 - 60 - (RD) 4" Roof Drain Assemblies (Lead Flashing by Roof Contractor)
- PLUMBING (FIELD HOUSE / P-411) FIXTURES AS SCHEDULED
 - 07 - (WC-1) Water Closet / Floor Mount / Manual Flush Valve
 - 02 - (WC-2) Water Closet / Floor Mount / Manual Flush Valve / ADA
 - 01 - (U-1) Urinal / Wall Hung / Sensor Flush Valve
 - 01 - (U-2) Urinal / Wall Hung / Sensor Flush Valve / ADA
 - 04 - (L-1) Lavatory / Wall Hung / Wall Carrier / Standard Faucet

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- 02 - (L-2) Lavatory / Wall Hung / Wall Carrier / Standard Faucet / ADA
- 01 - (EDF-1) Electric Water Cooler / Bi-Level / Bottle Fill / ADA
- 02 - (FD-1) 3" Floor Drains (Trap Guards Provided / No Trap Primers Provided)
- 01 - (WH-1) ¾" Exterior Wall Hydrant
- 06 - (IWH-1) Tankless Water Heater / Electric / By Fixture
- PLUMBING PLANS AND EXCLUSIONS DUE TO INCOMPLETE DETAILS BELOW
 - Partial Nat. Gas Piping / Above Grade to Roof Equipment - Mech Rm. / Cost Add for Completed Plans
 - Partial Roof Drain Piping on Plans / Underground & Above Grade / Cost Add for Completed Plans
 - No DSN Nozzles Shown or Included
 - No Commissioning Plumbing System
 - No Water (Softening, Scale Prevention Equipment or PFV Included)
 - No Grease Interceptor Sizing
 - No Lab Room - ISIMET System not Included or Lab Natural Gas Piping / Deleted Addendum #1
 - No Lab Room – Emergency Water Solenoids Included
 - No Water Piping Protection / No Heat Tape Included If Required in Areas not Shown
 - No Site Generator Natural Gas Piping as Shown or Included
 - No Fixtures Shown or Included / Area D – 1st Floor / Area C – 2nd Floor / Area D - 2nd Floor
 - No Schedule or Spec for WS-1, 2 & 3
 - No KEP Equipment, Emergency Gas Shut-off Valves System, Fixtures or Water Filtration
 - No KEP Low Temp Equipment, Walk-in Vaults, Condensate or PFV
 - No Acid Waste Dilution Tanks / Deleted Addendum #1
 - No Plumbing Plan - Keyed Note Included / Not Included
 - No Plumbing Plan - Tagged piping showing from 1st Floor to 2nd Floor not Included
 - No TMV-2 & 3 Systems as Shown or Included
 - No Laundry Lint Traps as Shown or Included
 - No RPZ Flood Protection / 4" Main Entry BFP-1
 - No WS-3 - Wash 6 - Station Available / Substituted WS-1 Wash 4 - Station
- GMP Excludes any costs from any utility company, specifically Atmos
- GMP Excludes rock sawing and excavation

Division 26-28

- GMP includes Electrical per the following specifications:
 - Fire alarm system.
 - Lighting fixtures and associated branch circuitry.
 - Musco sports lighting.
 - Electrical wiring devices and associated branch circuitry.

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- Switchgear, panels, transformers, (Manufacturer is ABB) and associated distribution feeders. Feeders are all CU except for the secondary service. This is AL.
 - Utility primary conduits only (Poles, wiring, terminations by others).
 - Emergency generator and ATS- provided by Loftin (Kohler is the manufacturer).
 - Coordination studies.
 - Site / exterior lighting fixtures, devices and associated branch circuitry per electrical plan.
 - Empty conduits for primary power and telephone service.
 - Grounding per detail on sheet E501.
 - Identification.
 - Tele/Data System
 - Surveillance System rough-in only, devices by owner
 - Television System
 - Public Address System
 - Intercom System
 - Access control rough-in only, devices by owner.
 - HVAC line voltage connections only.
 - Temporary power / lighting based on OSHA minimum standards.
 - Standard 1-year warranties only.
 - Excludes All utility company/ telephone company/ cable company charges or fees (including any fees for temporary power).
 - Excludes Cable tray outside the data closets.
 - Excludes HVAC control conduit, wire or equipment.
 - Excludes Intrusion detection
 - Excludes Lightning protection and counterpoise
 - Excludes Low voltage conduit or wiring to auto plumbing fixtures (If applicable).
 - Excludes 3rd party testing.
- GMP Excludes any costs from any utility company, specifically Oncor

Division 31

- GMP includes Termite Control per the following specifications:
 - Premise Pre-Construction (active: Imidacloprid) which is manufactured by Bayer and is a branded product. Premise Pre-Construction is a non-repellent product that will eliminate termite colonies when they pass through the treated barrier. Premise Pre-Construction is the branded equivalent to the specified product Premise 75, with the exception Premise Pre-construction is more specifically labeled for pre-construction applications.
- If rock is encountered on excavation, it will be removed at cost plus 20%. Construction days will be added to baseline schedule of the project. GC's and Overhead & Profit will be charged on a per day basis.
- GMP includes earthwork per the following specifications:
 - Strip 6" of existing soil
 - Construct detention pond area and relocate excavated material on site to balance subgrade to +/- 10th
 - Building pad including 5' overbuild
 - Provide and place 42" #2 flex base, adding water throughout to reach optimal moisture content for compaction

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- Site to balance with building pad material being imported
- Excludes Lime Stabilized Subgrade
- Excludes Lime-flyash stabilized subgrade

Division 32

- GMP includes an allowance of \$25,000 for Site Furnishings install. Material to be owner provided.
- GMP includes Fencing per the following specifications:
 - 6' galvanized chain link fence
 - 6' single gates
 - 6' double gate entries
 - 30' double pipe entry
 - 4' blk vinyl coated chain link
 - 4' double gate entries
 - 12' tall blk coated chain link tennis courts w/ windscreen
 - 3' gates for tennis courts
 - 18' Backstop blk coated chain link
 - Ameristar Ornamental fence and gates
- GMP includes landscaping per the following specifications:
 - Hardscape Paver Installation
 - Belden Brick Sandhill Tan 8x8
 - Gabion Benches
 - Limestone Benches
 - Limestone Bench 24"x24"x8'
 - Rock And Gravel Installation
 - Weed Fabric 3' width
 - Decomposed 1/2 Granite 3" Depth Compacted
 - Recycled Concrete Rock
 - Pink Fairland
 - Irrigation Installation
 - Sleeve Installation
 - Irrigation Installation - Landscape
 - Irrigation Installation - Athletic Irrigation
 - Bed Borders
 - Steel Edging Installation - 1/8"
 - Plant Installation
 - Redbud Texas
 - Desert Willow
 - Pine Eldarica
 - Mesquite
 - Oak Live
 - Soapberry
 - Elm Lacebark
 - Agave Americana
 - Honeysuckle
 - Yucca Pink Parade

Attachment 03

Ector County ISD – New Middle School
Odessa, TX

October 31, 2024

- Juniper Ashei
- Sage Green Cloud
- Grass Gulf Muhly (Pink)
- Grass Pine Muhly
- Grass Bamboo Muhly
- Lawn Prep & Finish
 - Prep for Hydromulch
 - Prep for Sod
- Lawn Hydromulch Installation
 - Hydromulch Native Seed Installation
- Lawn Sod Installation
 - TifTuf Bermuda
- Excludes irrigation meters and metering.
- Excludes irrigation costs upon completion of landscaping
- Excludes landscape maintenance upon installation
- Excludes the time or funds necessary for any soils testing for contaminations of any sort
- GMP includes Site Athletics per the following specifications:
 - Concrete Curb - Construct curb (12" x 12") reinforced.
 - Flatwork - Construct 4" thick reinforced concrete around the running track.
 - Track Radius Monuments – Construct 2 track radius monuments in concrete
 - Long Jump/Triple Jump – Construct four (4) landing pits with 6" x 15" concrete curbs reinforced with two (2) #4 rebar. Provide and install specified 30 mil liner, 3/8" pea gravel, perforated pipe, and pit sand. Runways will be 6" concrete over 6" of aggregate base.
 - Pole Vault — Provide and install two (2) stainless steel pole vault boxes in concrete. The runways will be 6" concrete over 6" of aggregate base.
 - Discus Pad — Construct 10" concrete pad over a 6" aggregate base.
 - Shot Put — Construct one (1) landing pit with reinforced 6" x 12" concrete curbs. Provide and install a 6" aggregate base, perforated pipe, and pit sand. The concrete pad will be a 10' x 10' 10" concrete over 6" aggregate base.
 - HDPE Piping – Provide and install the following HDPE pipe: 12" solid, 12" perforated –, 6" solid, 4" solid.
 - Concrete Structures – Provide and install eleven (11) catch basins and one (1) junction box per layout.
 - Provide and install the following athletic equipment:
 - Pair 8' offset, 30' upright goalposts with pads.
 - Pair of soccer goals per specs.
 - Long Jump/Triple Jump take-off boards
 - Pole vault box and lid.
 - Shot put ring, toe board.
 - Discus ring and cage
 - Flex Base – Provide and place 8" of TxDOT 247 flex-base material at the running track and D-Zone. Grade and compact to proper planarity and density.
 - Asphaltic Concrete Pavement – Provide and place 3" of HMAc (in two lifts of 1.5" each) at running track D-Zone

Attachment 03

Ector County ISD – New Middle School
Odessa, TX

October 31, 2024

- Provide and install epiQ Tracks® V300 (Red), 13 mm impermeable structural spray surfacing system on the track oval, D-zone, and events.
- Stripe per local requirements. The proposal amount does not include lettering, logos, or distance tick marks.
- Furnish and install two (2) football timers.
- Communication Boxes/Conduit – Provide and install the following:
 - 10 – communication boxes in concrete.
 - Install 2 – 2” conduit pipes between Combox under the track
- Impervious Liner – Provide and install 30 mils impervious liner over subgrade, under perimeter collector pipe, and attach to the nailer.
- Nailer – Provide and install plastic 2” x 4” EcoNailer™.
- Composite Flat Drain – Provide and install 1” x 12” composite flat drain at 30’ O.C.
- Drainage Stone – Provide and place 4” permeable base stone and 2” permeable finish stone; each course laser graded and compacted to proper planarity and density.
- Synthetic Turf - Provide and install matrix helix® 46 oz. 100% Polyethylene Extruded Monofilament synthetic turf system with the installation options listed below.
 - Football lines and markings.
 - Soccer lines and markings.
 - Proprietary REALFILL™ installation of unique silica pea gravel base and ambient ground SBR rubber.
 - Supply one (1) tow-behind ground-driven sweeper/groomer.
 - Provide an 8-year manufacturer warranty.
 - Provide third-party insured warranty.
- Provide and place two (2) layers of vapor barriers.
- Construct post-tensioned tennis court slab, with tendon spacing per engineering.
- Furnish and install three (3) sets of 3” Edwards Classic Net Posts and Nets
- Clean off each court with a pressure washer and blower to remove all dirt and debris and acid wash the new concrete surface. All bird baths will be patched with TPS 5000® Rhinofill crack filler.
- Apply one (1) TPS 5000® Acrylic Surface coat at a rate of 0.7 gal/SY. Silica sand shall be mixed to achieve a medium to slow ball speed.
- Apply two (2) coats of TPS 5000® Fortified Acrylic Color Coating.
- Layout and paint 2” wide lines using Line Tape Sealer as a primer coat to ensure razor-sharp edges. The paint shall be TPS 5000® White Line Paint and painted per USTA specifications.
- Furnish and install 12’ tall vinyl-coated chain link fence with a windscreen around it, including two (2) 7’ x 4’ single gates.
- Furnish and install 3’ tall vinyl-coated chain link fence.
- Excludes Infilled Polyethylene Slit-Film Synthetic Turf System as none is shown on plans
- Excludes Infilled Dual Monofilament Slit-Film Synthetic Turf System as none is shown on plans.
- Excludes player benches, umpire stands and beat walls.
- Excludes Baseball Mound Clay for Synthetic Turf Fields
- Excludes Infield for Baseball-Softball Fields
- Excludes Long Jump/Triple Jump Pit Form with Sand Catcher

Attachment 03

Ector County ISD – New Middle School
Odessa, TX

October 31, 2024

- Excludes Long Jump/Triple Jump Pit Cover
- Excludes Hammer Ring
- Excludes Hammer Cage
- Excludes Hammer/Discus Combination Cage
- Excludes Track Curbing – NCAA and Olympic Tracks (Special)
- Excludes Water Jump Pit Form System
- Excludes Adjustable Water Jump Barrier
- Excludes Shot Put Cage
- GMP includes asphalt paving per the following specifications:
 - New Class 1, base and asphalt parking area
 - Provide and place 8" #2 flex base, adding water throughout to reach optimal moisture content for compaction
 - Prime with CSS-1H
 - Provide and place 1.5" compacted type D asphalt
 - New Class 2, base and asphalt parking area
 - Provide and place 8" #2 flex base, adding water throughout to reach optimal moisture content for compaction
 - Prime with CSS-1H
 - Provide and place 2" compacted type D asphalt
 - Asphalt to be TxDot item 340 with PG Binder 64-22
- GMP includes parking lot striping and signage.

Division 33

- GMP includes Site Utilities per the following specifications:
 - Site Water Line Installation
 - Figured 4" C900
 - Figured 2" SCH 40
 - Includes all pipe materials figured per plans
 - Includes gate valves and valve boxes
 - Includes all waterline fittings
 - Includes installation of thrust blocks
 - Includes excavation, backfill and compaction
 - Includes meeting optimum moisture and density requirements
 - Includes tracer line and magnetic detection tape
 - Includes testing of water lines
 - Site Fire Line Installation
 - Figured 8" C900
 - Figured 6" C900
 - Includes all pipe materials figured per plans
 - Includes gate valves and valve boxes
 - Includes all waterline fittings
 - Includes installation of thrust blocks
 - Includes excavation, backfill and compaction
 - Includes meeting optimum moisture and density requirements
 - Includes tracer line and magnetic detection tape

Attachment 03

Ector County ISD – New Middle School
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October 31, 2024

- Site Sewer Line Installation
 - Figured 8" SDR 35
 - Figured 4" SDR 35
 - INCLUDES LIFT STATION INSTALLATION, EXCAVATION, BACKFILL AND COMPACTION
 - An allowance of \$115,000 for lift station internal components
 - Includes all pipe materials figured
 - Includes flow for manhole installation
 - Includes manholes
 - Includes all fitting for pipe
 - Includes all bedding materials
 - Includes excavation, backfill and compaction
 - Includes meeting optimum moisture and density requirements
 - Includes magnetic detection tape
 - Includes static testing
- Storm Water Distribution
 - Figured HDPE Storm pipe ranging in size from 48" to 18" in diameter
 - Includes installation of junction boxes, curb inlets and grate inlets per plans
 - Includes excavation, backfill and compaction
 - Includes meeting optimum moisture and density requirements
 - Includes flow fill material to set boxes
 - Includes bedding materials
 - Includes all pipe materials and fittings
- Civil Force Main Line Installation
 - Figured Open Cut Trench
 - Figured 8" SCH 40 Sleeve via Boring
 - Figured Boring (4" HDPE Pipe)
 - Figured for 4" HDPE poly fuse pipe
 - Includes needed bedding materials
 - Includes pipe materials
 - Includes fusion machine rental
 - Includes excavation, backfill and compaction
 - Includes magnetic detection tape
 - Includes boring pits

END OF ASSUMPTIONS & CLARIFICATIONS

Attachment 03

**Ector County ISD – New Middle School
Odessa, TX**

October 31, 2024

SIGNED:

OWNER *(Signature)*



(Printed name and title)

CONTRACTOR *(Signature)*



Chad Henthorn, CEO

(Printed name and title)

ECISD Middle School

ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																	
1	ECISD Middle School	469 days	Thu 1/2/25	Tue 10/20/26	ECISD Middle School																																															
2	Pre-Construction	261 days	Thu 1/2/25	Thu 1/1/26	Pre-Construction																																															
3	Notice To Proceed	1 day	Thu 1/2/25	Thu 1/2/25	Notice To Proceed																																															
4	Rebar Procurement	30 days	Fri 1/3/25	Thu 2/13/25	Rebar Procurement																																															
5	Light Gauge Framing Procurement	42 days	Fri 1/3/25	Mon 3/3/25	Light Gauge Framing Procurement																																															
6	Structural Steel Procurement	90 days	Fri 1/3/25	Thu 5/8/25	Structural Steel Procurement																																															
7	AHU & ACCH Procurement	120 days	Fri 1/3/25	Thu 6/19/25	AHU & ACCH Procurement																																															
8	Electrical Gear Procurement	260 days	Fri 1/3/25	Thu 1/1/26	Electrical Gear Procurement																																															
9	Civil & Site Package	295 days	Fri 1/3/25	Thu 2/19/26	Civil & Site Package																																															
10	Erosion Controls & SWPPP Measures	6 days	Fri 1/3/25	Fri 1/10/25	Erosion Controls & SWPPP Measures																																															
11	Site Mobilizations	8 days	Mon 1/13/25	Wed 1/22/25	Site Mobilizations																																															
14	Site Clearing & Earthwork	10 days	Mon 1/13/25	Fri 1/24/25	Site Clearing & Earthwork																																															
12	Site Fencing & Safety Controls	9 days	Thu 1/23/25	Tue 2/4/25	Site Fencing & Safety Controls																																															
16	Building Pads	24 days	Mon 1/27/25	Thu 2/27/25	Building Pads																																															
13	Selective Demolition	11 days	Wed 2/5/25	Wed 2/19/25	Selective Demolition																																															
15	Site Utilities	33 days	Thu 2/20/25	Mon 4/7/25	Site Utilities																																															
17	Site Athletics	255 days	Fri 2/28/25	Thu 2/19/26	Site Athletics																																															
55	Structural Package	197 days	Wed 2/12/25	Thu 11/13/25	Structural Package																																															
56	Building Corners & Layout	4 days	Wed 2/12/25	Mon 2/17/25	Building Corners & Layout																																															

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Project: ECISD Middle School S Date: Tue 10/29/24	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Task</td> <td style="width: 15%;"></td> <td style="width: 15%;">Inactive Task</td> <td style="width: 15%;"></td> <td style="width: 15%;">Manual Summary Rollup</td> <td style="width: 15%;"></td> <td style="width: 15%;">External Milestone</td> <td style="width: 15%;"></td> <td style="width: 15%;">Manual Progress</td> <td style="width: 15%;"></td> </tr> <tr> <td>Split</td> <td></td> <td>Inactive Milestone</td> <td></td> <td>Manual Summary</td> <td></td> <td>Deadline</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Milestone</td> <td></td> <td>Inactive Summary</td> <td></td> <td>Start-only</td> <td></td> <td>Critical</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Summary</td> <td></td> <td>Manual Task</td> <td></td> <td>Finish-only</td> <td></td> <td>Critical Split</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project Summary</td> <td></td> <td>Duration-only</td> <td></td> <td>External Tasks</td> <td></td> <td>Progress</td> <td></td> <td></td> <td></td> </tr> </table>	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress		Split		Inactive Milestone		Manual Summary		Deadline				Milestone		Inactive Summary		Start-only		Critical				Summary		Manual Task		Finish-only		Critical Split				Project Summary		Duration-only		External Tasks		Progress			
Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress																																											
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ECISD Middle School

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					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
57	Area H	172 days	Tue 2/18/25	Wed 10/15/25																																																																																																																								
58	Area H Foundations	14 days	Tue 2/18/25	Fri 3/7/25																																																																																																																								
59	Area H UG MEP Rough-In	10 days	Mon 3/10/25	Fri 3/21/25																																																																																																																								
60	Area H Slab On Grade	6 days	Mon 3/24/25	Mon 3/31/25																																																																																																																								
61	Area H Slab On Geo-Foam	5 days	Tue 4/1/25	Mon 4/7/25																																																																																																																								
64	Area H CMU Walls	28 days	Tue 4/1/25	Thu 5/8/25																																																																																																																								
62	Area H Columns & Beams	11 days	Fri 5/9/25	Fri 5/23/25																																																																																																																								
63	Area H Mech Room Equipment Placement	6 days	Mon 5/26/25	Mon 6/2/25																																																																																																																								
65	Area H Joist & Deck	11 days	Thu 9/18/25	Thu 10/2/25																																																																																																																								
66	Area H Misc Steel	9 days	Fri 10/3/25	Wed 10/15/25																																																																																																																								
67	Area G	169 days	Mon 3/10/25	Thu 10/30/25																																																																																																																								
68	Area G Foundations	16 days	Mon 3/10/25	Mon 3/31/25																																																																																																																								
69	Area G UG MEP Rough-In	10 days	Tue 4/1/25	Mon 4/14/25																																																																																																																								
70	Area G Slab On Grade	6 days	Tue 4/15/25	Tue 4/22/25																																																																																																																								
71	Area G Columns & Beams	12 days	Mon 5/26/25	Tue 6/10/25																																																																																																																								
72	Area G Mech Room Decking & Slab	11 days	Wed 6/11/25	Wed 6/25/25																																																																																																																								
74	Area G CMU Walls	28 days	Wed 6/11/25	Fri 7/18/25																																																																																																																								
73	Area G Mech Room Equipment Placement	6 days	Thu 6/26/25	Thu 7/3/25																																																																																																																								
75	Area G Joist & Deck	11 days	Fri 10/3/25	Fri 10/17/25																																																																																																																								

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Project: ECISD Middle School S
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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



ECISD Middle School

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76	Area G Misc Steel	9 days	Mon 10/20/25	Thu 10/30/25	■ Area G Misc Steel																																																																																																																							
77	Area F	113 days	Tue 4/1/25	Thu 9/4/25	┌──────────────────────────┐ Area F																																																																																																																							
78	Area F Foundations	15 days	Tue 4/1/25	Mon 4/21/25	■ Area F Foundations																																																																																																																							
79	Area F UG MEP Rough-In	15 days	Wed 4/9/25	Tue 4/29/25	■ Area F UG MEP Rough-In																																																																																																																							
80	Area F Slab On Grade	6 days	Wed 4/30/25	Wed 5/7/25	■ Area F Slab On Grade																																																																																																																							
81	Area F Columns & Beams	15 days	Wed 6/11/25	Tue 7/1/25	■ Area F Columns & Beams																																																																																																																							
82	Area F Stair Install	6 days	Wed 7/2/25	Wed 7/9/25	■ Area F Stair Install																																																																																																																							
83	Area F Mezzanine Joist & Deck	12 days	Wed 7/2/25	Thu 7/17/25	■ Area F Mezzanine Joist & Deck																																																																																																																							
84	Area F Slab On Deck	4 days	Fri 7/18/25	Wed 7/23/25	■ Area F Slab On Deck																																																																																																																							
87	Area F CMU Walls	34 days	Mon 7/21/25	Thu 9/4/25	■ Area F CMU Walls																																																																																																																							
85	Area F Mech Room Equipment Placement	6 days	Thu 7/24/25	Thu 7/31/25	■ Area F Mech Room Equipment Placement																																																																																																																							
86	Area F Roof Joist & Deck	8 days	Fri 8/1/25	Tue 8/12/25	■ Area F Roof Joist & Deck																																																																																																																							
88	Area F Misc Steel	9 days	Wed 8/13/25	Mon 8/25/25	■ Area F Misc Steel																																																																																																																							
89	Area E	148 days	Tue 4/22/25	Thu 11/13/25	┌──────────────────────────┐ Area E																																																																																																																							
90	Area E Foundations	12 days	Tue 4/22/25	Wed 5/7/25	■ Area E Foundations																																																																																																																							
91	Area E UG MEP Rough-In	15 days	Thu 5/1/25	Wed 5/21/25	■ Area E UG MEP Rough-In																																																																																																																							
92	Area E Slab On Grade	6 days	Thu 5/22/25	Thu 5/29/25	■ Area E Slab On Grade																																																																																																																							
93	Area E Columns & Beams	14 days	Wed 7/2/25	Mon 7/21/25	■ Area E Columns & Beams																																																																																																																							
94	Area E Mech Room Decking & Slab	12 days	Tue 7/22/25	Wed 8/6/25	■ Area E Mech Room Decking & Slab																																																																																																																							

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
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ECISD Middle School

ID	Task Name	Duration	Start	Finish	Gantt Chart																									
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
95	Area E Mech Room Equipment Install	6 days	Thu 8/7/25	Thu 8/14/25																										
96	Area E Stair Install	5 days	Thu 8/7/25	Wed 8/13/25																										
97	Area E CMU Walls	32 days	Fri 9/5/25	Mon 10/20/25																										
98	Area E Joist & Deck	9 days	Tue 10/21/25	Fri 10/31/25																										
99	Area E Misc Steel	9 days	Mon 11/3/25	Thu 11/13/25																										
130	Area A	104 days	Thu 5/8/25	Tue 9/30/25																										
131	Area A Foundations	14 days	Thu 5/8/25	Tue 5/27/25																										
132	Area A UG MEP Rough-In	15 days	Wed 5/28/25	Tue 6/17/25																										
133	Area A Slab On Grade	10 days	Wed 6/18/25	Tue 7/1/25																										
134	Area A Columns & Beams	14 days	Tue 7/22/25	Fri 8/8/25																										
135	Area A Stair Install	6 days	Mon 8/11/25	Mon 8/18/25																										
136	Area A Mech Room Equipment Placement	6 days	Mon 8/11/25	Mon 8/18/25																										
137	Area A 2nd Floor Joist & Deck	12 days	Tue 8/19/25	Wed 9/3/25																										
138	Area A Slab On Deck	5 days	Thu 9/4/25	Wed 9/10/25																										
139	Area A Roof Joist & Deck	10 days	Thu 9/4/25	Wed 9/17/25																										
140	Area A Misc Steel	9 days	Thu 9/18/25	Tue 9/30/25																										
119	Area B	110 days	Wed 5/28/25	Tue 10/28/25																										
120	Area B Foundations	14 days	Wed 5/28/25	Mon 6/16/25																										
121	Area B UG MEP Rough-In	15 days	Tue 6/17/25	Mon 7/7/25																										

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Project: ECISD Middle School S
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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
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Project Summary		Duration-only		External Tasks		Progress			



ECISD Middle School

ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
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122	Area B Slab On Grade	6 days	Tue 7/8/25	Tue 7/15/25																																																																																																																								
123	Area B Columns & Beams	14 days	Mon 8/11/25	Thu 8/28/25																																																																																																																								
124	Area B Stair Install	6 days	Fri 8/29/25	Fri 9/5/25																																																																																																																								
125	Area B Mech Room Equipment Install	6 days	Mon 9/8/25	Mon 9/15/25																																																																																																																								
126	Area B 2nd Floor Joist & Deck	12 days	Tue 9/16/25	Wed 10/1/25																																																																																																																								
127	Area B Slab On Deck	5 days	Thu 10/2/25	Wed 10/8/25																																																																																																																								
128	Area B Roof Joist & Deck	10 days	Thu 10/2/25	Wed 10/15/25																																																																																																																								
129	Area B Misc Steel	9 days	Thu 10/16/25	Tue 10/28/25																																																																																																																								
108	Area C	100 days	Tue 6/17/25	Mon 11/3/25																																																																																																																								
109	Area C Foundations	12 days	Tue 6/17/25	Wed 7/2/25																																																																																																																								
110	Area C UG MEP Rough-In	15 days	Thu 7/3/25	Wed 7/23/25																																																																																																																								
111	Area C Slab On Grade	6 days	Thu 7/24/25	Thu 7/31/25																																																																																																																								
112	Area C Columns & Beams	12 days	Thu 9/4/25	Fri 9/19/25																																																																																																																								
113	Area C Stair Install	6 days	Mon 9/22/25	Mon 9/29/25																																																																																																																								
114	Area C Mech Room Equipment Install	6 days	Mon 9/22/25	Mon 9/29/25																																																																																																																								
115	Area C 2nd Floor Joist & Deck	9 days	Tue 9/30/25	Fri 10/10/25																																																																																																																								
116	Area C Roof Joist & Deck	7 days	Mon 10/13/25	Tue 10/21/25																																																																																																																								
118	Area C Slab On Deck	3 days	Mon 10/13/25	Wed 10/15/25																																																																																																																								
117	Area C Misc Steel	9 days	Wed 10/22/25	Mon 11/3/25																																																																																																																								

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



ECISD Middle School

ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
100	Area D	71 days	Thu 7/3/25	Thu 10/9/25																																																																																																																								
101	Area D Foundations	18 days	Thu 7/3/25	Mon 7/28/25																																																																																																																								
102	Area D UG MEP Rough-In	15 days	Tue 7/29/25	Mon 8/18/25																																																																																																																								
103	Area D Slab On Grade	6 days	Tue 8/19/25	Tue 8/26/25																																																																																																																								
104	Area D Columns & Beams	6 days	Wed 8/27/25	Wed 9/3/25																																																																																																																								
105	Area D Stair Install	10 days	Thu 9/4/25	Wed 9/17/25																																																																																																																								
106	Area D Joist & Deck	12 days	Thu 9/11/25	Fri 9/26/25																																																																																																																								
107	Area D Misc Steel	9 days	Mon 9/29/25	Thu 10/9/25																																																																																																																								
556	Site Concrete & Landscaping	306 days	Fri 7/25/25	Fri 9/25/26																																																																																																																								
557	South Parking Lot	122 days	Fri 7/25/25	Mon 1/12/26																																																																																																																								
570	North Drive	135 days	Fri 10/31/25	Thu 5/7/26																																																																																																																								
583	West Parking & Drives	123 days	Fri 3/13/26	Tue 9/1/26																																																																																																																								
596	Sidewalks & Landscaping	120 days	Mon 4/13/26	Fri 9/25/26																																																																																																																								
141	Exterior Envelope & Interior Finishes	284 days	Thu 9/18/25	Tue 10/20/26																																																																																																																								
142	Area A Exterior Envelope & Interior Finishes	216 days	Thu 9/18/25	Thu 7/16/26																																																																																																																								
143	Exterior Framing & HM Jambs	22 days	Thu 9/18/25	Fri 10/17/25																																																																																																																								
144	Operable Partition Hangers	4 days	Thu 9/18/25	Tue 9/23/25																																																																																																																								
145	OH MEP Rough-In	18 days	Thu 9/18/25	Mon 10/13/25																																																																																																																								
146	Parapet/Roofing Blocking & Sheathing	17 days	Thu 10/2/25	Fri 10/24/25																																																																																																																								

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
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Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



ECISD Middle School

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148	Exterior Wall Sheathing	22 days	Thu 10/2/25	Fri 10/31/25																																																																																																																								
147	Interior Framing & HM Jambs 1st Floor	26 days	Thu 10/9/25	Thu 11/13/25																																																																																																																								
153	Window & Door Blocking	11 days	Mon 10/20/25	Mon 11/3/25																																																																																																																								
151	In-Wall MEPF Rough-In 1st Floor	25 days	Thu 10/23/25	Wed 11/26/25																																																																																																																								
159	Roof Blocking & Expansion Joints	15 days	Mon 10/27/25	Fri 11/14/25																																																																																																																								
149	Exterior Wall MEPF Rough-In	19 days	Mon 11/3/25	Thu 11/27/25																																																																																																																								
154	Waterproofing & Point Mastic	12 days	Mon 11/3/25	Tue 11/18/25																																																																																																																								
155	Exterior HM Doors & Hardware	11 days	Mon 11/3/25	Mon 11/17/25																																																																																																																								
158	Brick Façade	35 days	Thu 11/13/25	Wed 12/31/25																																																																																																																								
150	In-Wall Blocking & PLAM Metal Strapping 1st Floor	14 days	Fri 11/14/25	Wed 12/3/25																																																																																																																								
152	Interior Framing & HM Jambs 2nd Floor	23 days	Fri 11/14/25	Tue 12/16/25																																																																																																																								
161	Roofing Systems & Dry-In	16 days	Mon 11/17/25	Mon 12/8/25																																																																																																																								
165	Exterior Aluminum Storefront	25 days	Wed 11/19/25	Tue 12/23/25																																																																																																																								
156	In-Wall Blocking & PLAM Panel Strapping 2nd Floor	15 days	Wed 12/17/25	Tue 1/6/26																																																																																																																								
157	Restroom Cement Board & Hard Ceilings 1st Floor	14 days	Wed 12/17/25	Mon 1/5/26																																																																																																																								
160	In-Wall MEPF Rough-In 2nd Floor	22 days	Wed 12/17/25	Thu 1/15/26																																																																																																																								
182	Canopies	8 days	Thu 1/1/26	Mon 1/12/26																																																																																																																								
185	Exterior Lighting	9 days	Thu 1/1/26	Tue 1/13/26																																																																																																																								
187	Sheetmetal /Gutters/Coping Cap	18 days	Thu 1/1/26	Mon 1/26/26																																																																																																																								

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
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163	Restroom Cement Board & Hard Ceilings 2nd Floor	21 days	Tue 1/6/26	Tue 2/3/26																																																																																																																								
164	Ceramic Tile 1st Floor	19 days	Tue 1/6/26	Fri 1/30/26																																																																																																																								
167	Plumbing Fixtures - 1st Floor	12 days	Mon 2/2/26	Tue 2/17/26																																																																																																																								
162	Drywall/Insulation/Accessories 1st Floor	21 days	Wed 2/4/26	Wed 3/4/26																																																																																																																								
166	Ceramic Tile 2nd Floor	24 days	Wed 2/4/26	Mon 3/9/26																																																																																																																								
176	Toilet Partitions & Div 10 Install 1st Floor	15 days	Wed 2/18/26	Tue 3/10/26																																																																																																																								
169	Fire & Acoustical Sealants 1st Floor	11 days	Thu 3/5/26	Thu 3/19/26																																																																																																																								
171	Tape/Bed/Texture/1st Coat Paint - 1st Floor	23 days	Thu 3/5/26	Mon 4/6/26																																																																																																																								
172	Drywall/Insulation/Accessories 2nd Floor	22 days	Thu 3/5/26	Fri 4/3/26																																																																																																																								
168	Plumbing Fixtures - 2nd Floor	12 days	Tue 3/10/26	Wed 3/25/26																																																																																																																								
179	Toilet Partitions & Div 10 Install 2nd Floor	11 days	Tue 3/10/26	Tue 3/24/26																																																																																																																								
174	Tape/Bed/Texture/1st Coat Paint - 2nd Floor	21 days	Tue 3/17/26	Tue 4/14/26																																																																																																																								
173	Fire & Acoustical Sealants 2nd Floor	9 days	Mon 4/6/26	Thu 4/16/26																																																																																																																								
170	Roller Shade Field Measure 1st Floor	2 days	Tue 4/7/26	Wed 4/8/26																																																																																																																								
177	PLAM Paneling 1st Floor	15 days	Tue 4/7/26	Mon 4/27/26																																																																																																																								
178	Millwork/Countertops/Window Sills 1st Floor	17 days	Tue 4/7/26	Wed 4/29/26																																																																																																																								
180	Ceiling Grid & Borders 1st Floor	19 days	Tue 4/7/26	Fri 5/1/26																																																																																																																								
194	FECs & Corner Guards 1st Floor	8 days	Tue 4/7/26	Thu 4/16/26																																																																																																																								
175	Roller Shade Field Measure 2nd Floor	2 days	Wed 4/15/26	Thu 4/16/26																																																																																																																								

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



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ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027													
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																			
186	PLAM Paneling 2nd Floor	10 days	Wed 4/15/26	Tue 4/28/26																																																		PLAM Paneling 2nd Floor
189	Millwork/Countertops/Window Sills 2nd Floor	15 days	Wed 4/15/26	Tue 5/5/26																																																		Millwork/Countertops/Window Sills 2nd Floor
200	FECs & Corner Guards 2nd Floor	6 days	Wed 4/15/26	Wed 4/22/26																																																		FECs & Corner Guards 2nd Floor
183	MEP Ceiling Trim Out & Light Fixtures 1st Floor	17 days	Tue 4/21/26	Wed 5/13/26																																																		MEP Ceiling Trim Out & Light Fixtures 1st Floor
193	Flooring & Base 1st Floor	24 days	Thu 4/23/26	Tue 5/26/26																																																		Flooring & Base 1st Floor
188	Lab Equipment Install	10 days	Thu 4/30/26	Wed 5/13/26																																																		Lab Equipment Install
184	Ceiling Grid & Borders 2nd Floor	18 days	Mon 5/4/26	Wed 5/27/26																																																		Ceiling Grid & Borders 2nd Floor
191	Final Paint 1st Floor	19 days	Mon 5/4/26	Thu 5/28/26																																																		Final Paint 1st Floor
204	Doors/Hardware/Access Controls 1st Floor	14 days	Mon 5/4/26	Thu 5/21/26																																																		Doors/Hardware/Access Controls 1st Floor
190	MEP Ceiling Trim Out & Light Fixtures 2nd Floor	15 days	Thu 5/14/26	Wed 6/3/26																																																		MEP Ceiling Trim Out & Light Fixtures 2nd Floor
197	Flooring & Base 2nd Floor	19 days	Wed 5/20/26	Mon 6/15/26																																																		Flooring & Base 2nd Floor
192	Final Paint 2nd Floor	16 days	Thu 5/28/26	Thu 6/18/26																																																		Final Paint 2nd Floor
205	Doors/Hardware/Access Controls 2nd Floor	12 days	Thu 5/28/26	Fri 6/12/26																																																		Doors/Hardware/Access Controls 2nd Floor
181	Roller Shade Install 1st Floor	6 days	Fri 5/29/26	Fri 6/5/26																																																		Roller Shade Install 1st Floor
195	Markerboards 1st Floor	7 days	Fri 5/29/26	Mon 6/8/26																																																		Markerboards 1st Floor
196	AV Equipment Install	10 days	Fri 5/29/26	Thu 6/11/26																																																		AV Equipment Install
198	Acoustic Panels & Baffles	10 days	Fri 5/29/26	Thu 6/11/26																																																		Acoustic Panels & Baffles
199	Electrical Trim-Out 1st Floor	11 days	Fri 5/29/26	Fri 6/12/26																																																		Electrical Trim-Out 1st Floor
206	Pad Out	10 days	Thu 6/4/26	Wed 6/17/26																																																		Pad Out

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Project: ECISD Middle School S Date: Tue 10/29/24	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">Task</td> <td></td> <td>Inactive Task</td> <td></td> <td>Manual Summary Rollup</td> <td></td> <td>External Milestone</td> <td></td> <td>Manual Progress</td> <td></td> </tr> <tr> <td>Split</td> <td></td> <td>Inactive Milestone</td> <td></td> <td>Manual Summary</td> <td></td> <td>Deadline</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Milestone</td> <td></td> <td>Inactive Summary</td> <td></td> <td>Start-only</td> <td></td> <td>Critical</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Summary</td> <td></td> <td>Manual Task</td> <td></td> <td>Finish-only</td> <td></td> <td>Critical Split</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project Summary</td> <td></td> <td>Duration-only</td> <td></td> <td>External Tasks</td> <td></td> <td>Progress</td> <td></td> <td></td> <td></td> </tr> </table>	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress		Split		Inactive Milestone		Manual Summary		Deadline				Milestone		Inactive Summary		Start-only		Critical				Summary		Manual Task		Finish-only		Critical Split				Project Summary		Duration-only		External Tasks		Progress			
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ECISD Middle School

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207	TAB	6 days	Thu 6/18/26	Thu 6/25/26																																																	■ TAB																																																																							
208	Final Clean	6 days	Thu 6/18/26	Thu 6/25/26																																																	■ Final Clean																																																																							
209	Life Safety & Final Inspections	1 day	Thu 6/18/26	Thu 6/18/26																																																	Life Safety & Final Inspections																																																																							
201	Markerboards 2nd Floor	7 days	Fri 6/19/26	Mon 6/29/26																																																	■ Markerboards 2nd Floor																																																																							
202	Roller Shade Install 2nd Floor	6 days	Fri 6/19/26	Fri 6/26/26																																																	■ Roller Shade Install 2nd Floor																																																																							
203	Electrical Trim-Out 2nd Floor	10 days	Fri 6/19/26	Thu 7/2/26																																																	■ Electrical Trim-Out 2nd Floor																																																																							
210	Punch List	15 days	Fri 6/26/26	Thu 7/16/26																																																	■ Punch List																																																																							
211	Area B Exterior Envelope & Interior Finishes	229 days	Wed 9/24/25	Mon 8/10/26																																																	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Area B Exterior Envelope & Interior Finishes </div>																																																																							
219	Operable Partition Hangers	4 days	Wed 9/24/25	Mon 9/29/25																																																	■ Operable Partition Hangers																																																																							
213	OH MEP Rough-In	18 days	Tue 10/14/25	Thu 11/6/25																																																	■ OH MEP Rough-In																																																																							
212	Exterior Framing & HM Jambs	24 days	Mon 10/20/25	Thu 11/20/25																																																	■ Exterior Framing & HM Jambs																																																																							
217	Exterior Wall Sheathing	22 days	Wed 11/5/25	Thu 12/4/25																																																	■ Exterior Wall Sheathing																																																																							
214	Exterior Wall MEPF Rough-In	15 days	Fri 11/21/25	Thu 12/11/25																																																	■ Exterior Wall MEPF Rough-In																																																																							
215	Parapet/Roofing Blocking & Sheathing	18 days	Fri 11/21/25	Tue 12/16/25																																																	■ Parapet/Roofing Blocking & Sheathing																																																																							
222	Window & Door Blocking	12 days	Fri 11/21/25	Mon 12/8/25																																																	■ Window & Door Blocking																																																																							
226	Waterproofing & Point Mastic	12 days	Fri 12/5/25	Mon 12/22/25																																																	■ Waterproofing & Point Mastic																																																																							
223	Roof Blocking & Expansion Joints	15 days	Tue 12/9/25	Mon 12/29/25																																																	■ Roof Blocking & Expansion Joints																																																																							
227	Exterior HM Doors & Hardware	11 days	Tue 12/9/25	Tue 12/23/25																																																	■ Exterior HM Doors & Hardware																																																																							
216	Interior Framing & HM Jambs 1st Floor	28 days	Wed 12/17/25	Fri 1/23/26																																																	■ Interior Framing & HM Jambs 1st Floor																																																																							

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230	Brick Façade	45 days	Tue 12/23/25	Mon 2/23/26																																																
237	Exterior Aluminum Storefront	25 days	Wed 12/24/25	Tue 1/27/26																																																
225	Roofing Systems & Dry-In	18 days	Tue 12/30/25	Thu 1/22/26																																																
218	In-Wall Blocking & PLAM Metal Strapping 1st Floor	14 days	Mon 1/26/26	Thu 2/12/26																																																
220	In-Wall MEPF Rough-In 1st Floor	25 days	Mon 1/26/26	Fri 2/27/26																																																
221	Interior Framing & HM Jambs 2nd Floor	23 days	Mon 1/26/26	Wed 2/25/26																																																
224	Restroom Cement Board & Hard Ceilings 1st Floor	21 days	Fri 2/13/26	Fri 3/13/26																																																
250	Canopies	16 days	Tue 2/24/26	Tue 3/17/26																																																
251	Exterior Lighting	9 days	Tue 2/24/26	Fri 3/6/26																																																
252	Sheetmetal /Gutters/Coping Cap	18 days	Tue 2/24/26	Thu 3/19/26																																																
228	In-Wall Blocking & PLAM Panel Strapping 2nd Floor	8 days	Thu 2/26/26	Mon 3/9/26																																																
229	Restroom Cement Board & Hard Ceilings 2nd Floor	1 day	Thu 2/26/26	Thu 2/26/26																																																
231	In-Wall MEPF Rough-In 2nd Floor	8 days	Thu 2/26/26	Mon 3/9/26																																																
236	Ceramic Tile 2nd Floor	18 days	Fri 2/27/26	Tue 3/24/26																																																
233	Drywall/Insulation/Accessories 1st Floor	21 days	Mon 3/2/26	Mon 3/30/26																																																
232	Ceramic Tile 1st Floor	19 days	Mon 3/16/26	Thu 4/9/26																																																
238	Plumbing Fixtures - 2nd Floor	12 days	Wed 3/25/26	Thu 4/9/26																																																
239	Fire & Acoustical Sealants 1st Floor	11 days	Tue 3/31/26	Tue 4/14/26																																																
240	Roller Shade Field Measure 1st Floor	2 days	Tue 3/31/26	Wed 4/1/26																																																

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					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
241	Tape/Bed/Texture/1st Coat Paint - 1st Floor	23 days	Tue 3/31/26	Thu 4/30/26	■ Tape/Bed/Texture/1st Coat Paint - 1st Floor																									
243	Drywall/Insulation/Accessories 2nd Floor	22 days	Tue 3/31/26	Wed 4/29/26	■ Drywall/Insulation/Accessories 2nd Floor																									
234	Plumbing Fixtures - 1st Floor	12 days	Fri 4/10/26	Mon 4/27/26	■ Plumbing Fixtures - 1st Floor																									
235	Toilet Partitions & Div 10 Install 1st Floor	15 days	Fri 4/10/26	Thu 4/30/26	■ Toilet Partitions & Div 10 Install 1st Floor																									
242	Toilet Partitions & Div 10 Install 2nd Floor	11 days	Fri 4/10/26	Fri 4/24/26	■ Toilet Partitions & Div 10 Install 2nd Floor																									
245	Tape/Bed/Texture/1st Coat Paint - 2nd Floor	21 days	Tue 4/14/26	Tue 5/12/26	■ Tape/Bed/Texture/1st Coat Paint - 2nd Floor																									
244	Fire & Acoustical Sealants 2nd Floor	6 days	Thu 4/30/26	Thu 5/7/26	■ Fire & Acoustical Sealants 2nd Floor																									
246	Roller Shade Field Measure 2nd Floor	2 days	Thu 4/30/26	Fri 5/1/26	■ Roller Shade Field Measure 2nd Floor																									
247	PLAM Paneling 2nd Floor	14 days	Fri 5/1/26	Wed 5/20/26	■ PLAM Paneling 2nd Floor																									
248	Millwork/Countertops/Window Sills 1st Floor	16 days	Fri 5/1/26	Fri 5/22/26	■ Millwork/Countertops/Window Sills 1st Floor																									
249	Ceiling Grid & Borders 1st Floor	19 days	Fri 5/1/26	Wed 5/27/26	■ Ceiling Grid & Borders 1st Floor																									
253	PLAM Paneling 1st Floor	17 days	Fri 5/1/26	Mon 5/25/26	■ PLAM Paneling 1st Floor																									
254	Lab Equipment Install	10 days	Fri 5/1/26	Thu 5/14/26	■ Lab Equipment Install																									
262	FECs & Corner Guards 1st Floor	8 days	Fri 5/1/26	Tue 5/12/26	■ FECs & Corner Guards 1st Floor																									
275	Doors/Hardware/Access Controls 1st Floor	14 days	Fri 5/1/26	Wed 5/20/26	■ Doors/Hardware/Access Controls 1st Floor																									
256	Ceiling Grid & Borders 2nd Floor	18 days	Wed 5/13/26	Fri 6/5/26	■ Ceiling Grid & Borders 2nd Floor																									
269	FECs & Corner Guards 2nd Floor	6 days	Wed 5/13/26	Wed 5/20/26	■ FECs & Corner Guards 2nd Floor																									
273	Doors/Hardware/Access Controls 2nd Floor	12 days	Wed 5/13/26	Thu 5/28/26	■ Doors/Hardware/Access Controls 2nd Floor																									
255	Millwork/Countertops/Window Sills 2nd Floor	12 days	Mon 5/25/26	Tue 6/9/26	■ Millwork/Countertops/Window Sills 2nd Floor																									

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Task	■ Inactive Task	□ Manual Summary Rollup	■ External Milestone	◆ Manual Progress
Split	⋯ Inactive Milestone	◇ Manual Summary	▬ Deadline	↓
Milestone	◆ Inactive Summary	▬ Start-only	▬ Critical	▬ Critical Split
Summary	▬ Manual Task	▬ Finish-only	▬ Critical Split	⋯
Project Summary	▬ Duration-only	▬ External Tasks	▬ Progress	▬



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ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
257	MEP Ceiling Trim Out & Light Fixtures 1st Floor	17 days	Thu 5/28/26	Fri 6/19/26																																																	■ MEP Ceiling Trim Out & Light Fixtures 1st Floor																																																																							
259	Final Paint 1st Floor	19 days	Thu 5/28/26	Tue 6/23/26																																																	■ Final Paint 1st Floor																																																																							
258	MEP Ceiling Trim Out & Light Fixtures 2nd Floor	15 days	Mon 6/8/26	Fri 6/26/26																																																	■ MEP Ceiling Trim Out & Light Fixtures 2nd Floor																																																																							
265	Final Paint 2nd Floor	16 days	Mon 6/8/26	Mon 6/29/26																																																	■ Final Paint 2nd Floor																																																																							
266	Flooring & Base 2nd Floor	19 days	Mon 6/8/26	Thu 7/2/26																																																	■ Flooring & Base 2nd Floor																																																																							
260	Roller Shade Install 1st Floor	6 days	Wed 6/24/26	Wed 7/1/26																																																	■ Roller Shade Install 1st Floor																																																																							
261	Flooring & Base 1st Floor	24 days	Wed 6/24/26	Mon 7/27/26																																																	■ Flooring & Base 1st Floor																																																																							
263	Markerboards 1st Floor	7 days	Wed 6/24/26	Thu 7/2/26																																																	■ Markerboards 1st Floor																																																																							
264	AV Equipment Install	10 days	Wed 6/24/26	Tue 7/7/26																																																	■ AV Equipment Install																																																																							
267	Acoustic Panels & Baffles	10 days	Wed 6/24/26	Tue 7/7/26																																																	■ Acoustic Panels & Baffles																																																																							
268	Electrical Trim-Out 1st Floor	11 days	Wed 6/24/26	Wed 7/8/26																																																	■ Electrical Trim-Out 1st Floor																																																																							
274	Pad Out	10 days	Mon 6/29/26	Fri 7/10/26																																																	■ Pad Out																																																																							
270	Markerboards 2nd Floor	7 days	Tue 6/30/26	Wed 7/8/26																																																	■ Markerboards 2nd Floor																																																																							
271	Roller Shade Install 2nd Floor	6 days	Tue 6/30/26	Tue 7/7/26																																																	■ Roller Shade Install 2nd Floor																																																																							
272	Electrical Trim-Out 2nd Floor	10 days	Tue 6/30/26	Mon 7/13/26																																																	■ Electrical Trim-Out 2nd Floor																																																																							
276	TAB	6 days	Mon 7/13/26	Mon 7/20/26																																																	■ TAB																																																																							
277	Final Clean	6 days	Mon 7/13/26	Mon 7/20/26																																																	■ Final Clean																																																																							
278	Life Safety & Final Inspections	2 days	Mon 7/13/26	Tue 7/14/26																																																	■ Life Safety & Final Inspections																																																																							
279	Punch List	15 days	Tue 7/21/26	Mon 8/10/26																																																	■ Punch List																																																																							

142

Project: ECISD Middle School S Date: Tue 10/29/24	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Task</td> <td style="width: 15%;"></td> <td style="width: 15%;">Inactive Task</td> <td style="width: 15%;"></td> <td style="width: 15%;">Manual Summary Rollup</td> <td style="width: 15%;"></td> <td style="width: 15%;">External Milestone</td> <td style="width: 15%;"></td> <td style="width: 15%;">Manual Progress</td> <td style="width: 15%;"></td> </tr> <tr> <td>Split</td> <td></td> <td>Inactive Milestone</td> <td></td> <td>Manual Summary</td> <td></td> <td>Deadline</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Milestone</td> <td></td> <td>Inactive Summary</td> <td></td> <td>Start-only</td> <td></td> <td>Critical</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Summary</td> <td></td> <td>Manual Task</td> <td></td> <td>Finish-only</td> <td></td> <td>Critical Split</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project Summary</td> <td></td> <td>Duration-only</td> <td></td> <td>External Tasks</td> <td></td> <td>Progress</td> <td></td> <td></td> <td></td> </tr> </table>	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress		Split		Inactive Milestone		Manual Summary		Deadline				Milestone		Inactive Summary		Start-only		Critical				Summary		Manual Task		Finish-only		Critical Split				Project Summary		Duration-only		External Tasks		Progress			
Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress																																											
Split		Inactive Milestone		Manual Summary		Deadline																																													
Milestone		Inactive Summary		Start-only		Critical																																													
Summary		Manual Task		Finish-only		Critical Split																																													
Project Summary		Duration-only		External Tasks		Progress																																													



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ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
297	Ceramic Tile 1st Floor	19 days	Thu 2/19/26	Tue 3/17/26																																																																																																																								
299	Restroom Cement Board & Hard Ceilings 2nd Floor	8 days	Thu 2/19/26	Mon 3/2/26																																																																																																																								
300	Drywall/Insulation/Accessories 1st Floor	18 days	Tue 3/3/26	Thu 3/26/26																																																																																																																								
302	Ceramic Tile 2nd Floor	22 days	Tue 3/3/26	Wed 4/1/26																																																																																																																								
304	Exterior Signage & Lettering	6 days	Wed 3/4/26	Wed 3/11/26																																																																																																																								
318	Exterior Lighting	9 days	Wed 3/4/26	Mon 3/16/26																																																																																																																								
319	Sheetmetal /Gutters/Coping Cap	18 days	Wed 3/4/26	Fri 3/27/26																																																																																																																								
301	Plumbing Fixtures - 1st Floor	12 days	Wed 3/18/26	Thu 4/2/26																																																																																																																								
310	Toilet Partitions & Div 10 Install 1st Floor	15 days	Wed 3/18/26	Tue 4/7/26																																																																																																																								
306	Tape/Bed/Texture/1st Coat Paint - 1st Floor	23 days	Thu 3/19/26	Mon 4/20/26																																																																																																																								
307	Drywall/Insulation/Accessories 2nd Floor	16 days	Fri 3/27/26	Fri 4/17/26																																																																																																																								
308	Fire & Acoustical Sealants 1st Floor	9 days	Fri 3/27/26	Wed 4/8/26																																																																																																																								
309	Roller Shade Field Measure 1st Floor	2 days	Fri 3/27/26	Mon 3/30/26																																																																																																																								
305	Plumbing Fixtures - 2nd Floor	12 days	Thu 4/2/26	Fri 4/17/26																																																																																																																								
312	Toilet Partitions & Div 10 Install 2nd Floor	11 days	Thu 4/2/26	Thu 4/16/26																																																																																																																								
311	Fire & Acoustical Sealants 2nd Floor	6 days	Mon 4/20/26	Mon 4/27/26																																																																																																																								
314	Roller Shade Field Measure 2nd Floor	2 days	Mon 4/20/26	Tue 4/21/26																																																																																																																								
313	Tape/Bed/Texture/1st Coat Paint - 2nd Floor	21 days	Tue 4/21/26	Tue 5/19/26																																																																																																																								
316	Millwork/Countertops/Window Sills 1st Floor	12 days	Tue 4/21/26	Wed 5/6/26																																																																																																																								

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



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ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
317	Ceiling Grid & Borders 1st Floor	14 days	Tue 4/21/26	Fri 5/8/26																																																	Ceiling Grid & Borders 1st Floor																																																																							
320	PLAM Paneling 1st Floor	17 days	Tue 4/21/26	Wed 5/13/26																																																	PLAM Paneling 1st Floor																																																																							
328	FECs & Corner Guards 1st Floor	8 days	Tue 4/21/26	Thu 4/30/26																																																	FECs & Corner Guards 1st Floor																																																																							
332	Flooring & Base 1st Floor	24 days	Tue 4/21/26	Fri 5/22/26																																																	Flooring & Base 1st Floor																																																																							
337	Doors/Hardware/Access Controls 1st Floor	14 days	Tue 4/21/26	Fri 5/8/26																																																	Doors/Hardware/Access Controls 1st Floor																																																																							
321	Final Paint 1st Floor	19 days	Mon 5/11/26	Thu 6/4/26																																																	Final Paint 1st Floor																																																																							
324	MEP Ceiling Trim Out & Light Fixtures 1st Floor	17 days	Mon 5/11/26	Tue 6/2/26																																																	MEP Ceiling Trim Out & Light Fixtures 1st Floor																																																																							
315	PLAM Paneling 2nd Floor	14 days	Wed 5/20/26	Mon 6/8/26																																																	PLAM Paneling 2nd Floor																																																																							
322	Millwork/Countertops/Window Sills 2nd Floor	16 days	Wed 5/20/26	Wed 6/10/26																																																	Millwork/Countertops/Window Sills 2nd Floor																																																																							
323	Ceiling Grid & Borders 2nd Floor	18 days	Wed 5/20/26	Fri 6/12/26																																																	Ceiling Grid & Borders 2nd Floor																																																																							
327	Flooring & Base 2nd Floor	19 days	Wed 5/20/26	Mon 6/15/26																																																	Flooring & Base 2nd Floor																																																																							
335	FECs & Corner Guards 2nd Floor	6 days	Wed 5/20/26	Wed 5/27/26																																																	FECs & Corner Guards 2nd Floor																																																																							
340	Doors/Hardware/Access Controls 2nd Floor	12 days	Wed 5/20/26	Thu 6/4/26																																																	Doors/Hardware/Access Controls 2nd Floor																																																																							
325	Roller Shade Install 1st Floor	6 days	Fri 6/5/26	Fri 6/12/26																																																	Roller Shade Install 1st Floor																																																																							
330	Markerboards 1st Floor	7 days	Fri 6/5/26	Mon 6/15/26																																																	Markerboards 1st Floor																																																																							
331	AV Equipment Install	10 days	Fri 6/5/26	Thu 6/18/26																																																	AV Equipment Install																																																																							
333	Acoustic Panels & Baffles	10 days	Fri 6/5/26	Thu 6/18/26																																																	Acoustic Panels & Baffles																																																																							
334	Electrical Trim-Out 1st Floor	11 days	Fri 6/5/26	Fri 6/19/26																																																	Electrical Trim-Out 1st Floor																																																																							
326	Final Paint 2nd Floor	16 days	Mon 6/15/26	Mon 7/6/26																																																	Final Paint 2nd Floor																																																																							

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



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ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
329	MEP Ceiling Trim Out & Light Fixtures 2nd Floor	15 days	Mon 6/15/26	Fri 7/3/26	■ MEP Ceiling Trim Out & Light Fixtures 2nd Floor																																																																																																																							
341	Pad Out	10 days	Mon 7/6/26	Fri 7/17/26	■ Pad Out																																																																																																																							
336	Markerboards 2nd Floor	7 days	Tue 7/7/26	Wed 7/15/26	■ Markerboards 2nd Floor																																																																																																																							
338	Roller Shade Install 2nd Floor	6 days	Tue 7/7/26	Tue 7/14/26	■ Roller Shade Install 2nd Floor																																																																																																																							
339	Electrical Trim-Out 2nd Floor	10 days	Tue 7/7/26	Mon 7/20/26	■ Electrical Trim-Out 2nd Floor																																																																																																																							
342	TAB	6 days	Mon 7/20/26	Mon 7/27/26	■ TAB																																																																																																																							
343	Final Clean	6 days	Mon 7/20/26	Mon 7/27/26	■ Final Clean																																																																																																																							
344	Life Safety & Final Inspections	1 day	Mon 7/20/26	Mon 7/20/26	Life Safety & Final Inspections																																																																																																																							
345	Punch List	15 days	Tue 7/28/26	Mon 8/17/26	■ Punch List																																																																																																																							
346	Area D Exterior Envelope & Interior Finishes	147 days	Mon 12/1/25	Tue 6/23/26	<div style="border-top: 1px solid black; width: 100%;"></div> Area D Exterior Envelope & Interior Finishes																																																																																																																							
348	OH MEP Rough-In	24 days	Mon 12/1/25	Thu 1/1/26	■ OH MEP Rough-In																																																																																																																							
347	Exterior Framing & HM Jamb	26 days	Thu 12/11/25	Thu 1/15/26	■ Exterior Framing & HM Jamb																																																																																																																							
352	Exterior Wall Sheathing	25 days	Thu 12/25/25	Wed 1/28/26	■ Exterior Wall Sheathing																																																																																																																							
349	Exterior Wall MEPF Rough-In	11 days	Fri 1/16/26	Fri 1/30/26	■ Exterior Wall MEPF Rough-In																																																																																																																							
350	Parapet/Roofing Blocking & Sheathing	12 days	Fri 1/16/26	Mon 2/2/26	■ Parapet/Roofing Blocking & Sheathing																																																																																																																							
351	Interior Framing & HM Jamb	14 days	Fri 1/16/26	Wed 2/4/26	■ Interior Framing & HM Jamb																																																																																																																							
353	In-Wall MEPF Rough-In	25 days	Fri 1/23/26	Thu 2/26/26	■ In-Wall MEPF Rough-In																																																																																																																							
354	Window & Door Blocking	11 days	Thu 1/29/26	Thu 2/12/26	■ Window & Door Blocking																																																																																																																							
355	Waterproofing & Point Mastic	12 days	Thu 1/29/26	Fri 2/13/26	■ Waterproofing & Point Mastic																																																																																																																							

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



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359	Drywall/Insulation/Accessories	26 days	Tue 2/10/26	Tue 3/17/26	<p>Drywall/Insulation/Accessories</p> <p>Roof Blocking & Expansion Joints</p> <p>Exterior HM Doors & Hardware</p> <p>Brick Façade</p> <p>Exterior Aluminum Storefront</p> <p>Roofing Systems & Dry-In</p> <p>Tape/Bed/Texture/1st Coat Paint</p> <p>MEP Ceiling Trim Out & Light Fixtures</p> <p>Fire & Acoustical Sealants</p> <p>Canopies</p> <p>Exterior Lighting</p> <p>Sheetmetal /Gutters/Coping Cap</p> <p>Final Paint</p> <p>Flooring & Base</p> <p>FECs & Corner Guards</p> <p>AV Equipment Install</p> <p>Acoustic Panels & Baffles</p> <p>Electrical Trim-Out</p> <p>Doors/Hardware/Access Controls</p>																																																																																																																							
356	Roof Blocking & Expansion Joints	8 days	Fri 2/13/26	Tue 2/24/26																																																																																																																								
357	Exterior HM Doors & Hardware	11 days	Fri 2/13/26	Fri 2/27/26																																																																																																																								
358	Brick Façade	22 days	Mon 2/16/26	Tue 3/17/26																																																																																																																								
361	Exterior Aluminum Storefront	25 days	Mon 2/16/26	Fri 3/20/26																																																																																																																								
360	Roofing Systems & Dry-In	18 days	Wed 2/25/26	Fri 3/20/26																																																																																																																								
363	Tape/Bed/Texture/1st Coat Paint	23 days	Thu 2/26/26	Mon 3/30/26																																																																																																																								
367	MEP Ceiling Trim Out & Light Fixtures	17 days	Mon 3/16/26	Tue 4/7/26																																																																																																																								
362	Fire & Acoustical Sealants	9 days	Wed 3/18/26	Mon 3/30/26																																																																																																																								
364	Canopies	16 days	Wed 3/18/26	Wed 4/8/26																																																																																																																								
365	Exterior Lighting	9 days	Wed 3/18/26	Mon 3/30/26																																																																																																																								
366	Sheetmetal /Gutters/Coping Cap	18 days	Wed 3/18/26	Fri 4/10/26																																																																																																																								
368	Final Paint	19 days	Wed 4/8/26	Mon 5/4/26																																																																																																																								
371	Flooring & Base	24 days	Wed 4/22/26	Mon 5/25/26																																																																																																																								
369	FECs & Corner Guards	8 days	Tue 5/5/26	Thu 5/14/26																																																																																																																								
370	AV Equipment Install	10 days	Tue 5/5/26	Mon 5/18/26																																																																																																																								
372	Acoustic Panels & Baffles	10 days	Tue 5/5/26	Mon 5/18/26																																																																																																																								
373	Electrical Trim-Out	11 days	Tue 5/5/26	Tue 5/19/26																																																																																																																								
374	Doors/Hardware/Access Controls	14 days	Tue 5/5/26	Fri 5/22/26																																																																																																																								

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



ECISD Middle School

ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027		
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun								
375	TAB	6 days	Mon 5/25/26	Mon 6/1/26																																							
377	Life Safety & Final Inspections	2 days	Mon 5/25/26	Tue 5/26/26																																							
376	Final Clean	6 days	Tue 5/26/26	Tue 6/2/26																																							
378	Punch List	15 days	Wed 6/3/26	Tue 6/23/26																																							
379	Area E Exterior Envelope & Interior Finishes	177 days	Fri 1/2/26	Mon 9/7/26																																							
380	OH MEP Rough-In	16 days	Fri 1/2/26	Fri 1/23/26																																							
381	Exterior Framing & HM Jamb	22 days	Fri 1/16/26	Mon 2/16/26																																							
395	Fire & Acoustical Sealants	9 days	Tue 1/27/26	Fri 2/6/26																																							
382	Parapet/Roofing Blocking & Sheathing	14 days	Tue 2/17/26	Fri 3/6/26																																							
383	Exterior Wall Sheathing	25 days	Tue 2/17/26	Mon 3/23/26																																							
384	Interior Framing & HM Jamb	12 days	Tue 2/17/26	Wed 3/4/26																																							
385	In-Wall MEPF Rough-In	25 days	Thu 3/5/26	Wed 4/8/26																																							
390	Coolers & Freezer Panel Install	6 days	Thu 3/5/26	Thu 3/12/26																																							
396	Cooler & Freezer Panel Slabs	3 days	Fri 3/13/26	Tue 3/17/26																																							
386	Window & Door Blocking	11 days	Tue 3/24/26	Tue 4/7/26																																							
387	Waterproofing & Point Mastic	12 days	Tue 3/24/26	Wed 4/8/26																																							
388	Exterior HM Doors & Hardware	11 days	Wed 4/8/26	Wed 4/22/26																																							
389	Roof Blocking & Expansion Joints	10 days	Wed 4/8/26	Tue 4/21/26																																							
391	Brick Façade	21 days	Thu 4/9/26	Thu 5/7/26																																							

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



ECISD Middle School

ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
408	AV Equipment Install	10 days	Wed 7/29/26	Tue 8/11/26																																																	■ AV Equipment Install																																																																							
411	Electrical Trim-Out	11 days	Wed 7/29/26	Wed 8/12/26																																																	■ Electrical Trim-Out																																																																							
414	TAB	6 days	Mon 8/10/26	Mon 8/17/26																																																	■ TAB																																																																							
415	Final Clean	6 days	Mon 8/10/26	Mon 8/17/26																																																	■ Final Clean																																																																							
417	Punch List	15 days	Tue 8/18/26	Mon 9/7/26																																																	■ Punch List																																																																							
418	Area F Exterior Envelope & Interior Finishes	175 days	Mon 1/26/26	Fri 9/25/26																																																	Area F Exterior Envelope & Interior Fin																																																																							
419	OH MEP Rough-In	28 days	Mon 1/26/26	Wed 3/4/26																																																	■ OH MEP Rough-In																																																																							
420	Exterior Framing & HM Jamb	18 days	Tue 2/17/26	Thu 3/12/26																																																	■ Exterior Framing & HM Jamb																																																																							
424	Exterior Wall Sheathing	15 days	Tue 3/3/26	Mon 3/23/26																																																	■ Exterior Wall Sheathing																																																																							
421	Parapet/Roofing Blocking & Sheathing	12 days	Fri 3/13/26	Mon 3/30/26																																																	■ Parapet/Roofing Blocking & Sheathing																																																																							
422	Interior Framing & HM Jamb	26 days	Fri 3/13/26	Fri 4/17/26																																																	■ Interior Framing & HM Jamb																																																																							
429	Tension Wire Grid Supports	15 days	Fri 3/13/26	Thu 4/2/26																																																	■ Tension Wire Grid Supports																																																																							
426	Waterproofing & Point Mastic	12 days	Tue 3/24/26	Wed 4/8/26																																																	■ Waterproofing & Point Mastic																																																																							
430	Brick Façade	25 days	Thu 4/9/26	Wed 5/13/26																																																	■ Brick Façade																																																																							
423	In-Wall MEPF Rough-In	25 days	Mon 4/20/26	Fri 5/22/26																																																	■ In-Wall MEPF Rough-In																																																																							
425	Window & Door Blocking	11 days	Mon 4/20/26	Mon 5/4/26																																																	■ Window & Door Blocking																																																																							
433	Restroom Cement Board & Hard Ceilings	11 days	Mon 4/20/26	Mon 5/4/26																																																	■ Restroom Cement Board & Hard Ceilings																																																																							
427	Exterior HM Doors & Hardware	11 days	Tue 5/5/26	Tue 5/19/26																																																	■ Exterior HM Doors & Hardware																																																																							
428	Roof Blocking & Expansion Joints	9 days	Tue 5/5/26	Fri 5/15/26																																																	■ Roof Blocking & Expansion Joints																																																																							

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



ECISD Middle School

ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
434	Exterior Aluminum Storefront	25 days	Tue 5/5/26	Mon 6/8/26	<div style="display: flex; flex-direction: column; gap: 10px;"> <div>█ Exterior Aluminum Storefront</div> <div>█ Ceramic Tile</div> <div>█ Exterior Lighting</div> <div>█ Roofing Systems & Dry-In</div> <div>█ Plumbing Fixtures</div> <div>█ Division 10 Install</div> <div>█ Drywall/Insulation/Accessories</div> <div>█ Sheetmetal /Gutters/Coping Cap</div> <div>█ Tape/Bed/Texture/1st Coat Paint</div> <div>█ Tension Wire Grid Install</div> <div>█ Ceiling Grid & Borders</div> <div>█ Fire & Acoustical Sealants</div> <div>█ Roller Shade Field Measure</div> <div>█ Musical Storage Cabinets</div> <div>█ Drama Equipment Install</div> <div>█ Millwork/Countertops/Window Sills</div> <div>█ Doors/Hardware/Access Controls</div> <div>█ Final Clean</div> <div>█ Punch List</div> </div>																																																																																																																							
438	Ceramic Tile	14 days	Tue 5/5/26	Fri 5/22/26																																																																																																																								
441	Exterior Lighting	9 days	Thu 5/14/26	Tue 5/26/26																																																																																																																								
431	Roofing Systems & Dry-In	18 days	Mon 5/18/26	Wed 6/10/26																																																																																																																								
445	Plumbing Fixtures	8 days	Mon 5/25/26	Wed 6/3/26																																																																																																																								
451	Division 10 Install	11 days	Mon 5/25/26	Mon 6/8/26																																																																																																																								
432	Drywall/Insulation/Accessories	26 days	Thu 6/11/26	Thu 7/16/26																																																																																																																								
442	Sheetmetal /Gutters/Coping Cap	18 days	Thu 6/11/26	Mon 7/6/26																																																																																																																								
437	Tape/Bed/Texture/1st Coat Paint	23 days	Thu 6/25/26	Mon 7/27/26																																																																																																																								
436	Tension Wire Grid Install	18 days	Mon 7/13/26	Wed 8/5/26																																																																																																																								
439	Ceiling Grid & Borders	19 days	Mon 7/13/26	Thu 8/6/26																																																																																																																								
435	Fire & Acoustical Sealants	9 days	Fri 7/17/26	Wed 7/29/26																																																																																																																								
440	Roller Shade Field Measure	6 days	Tue 7/28/26	Tue 8/4/26																																																																																																																								
443	Musical Storage Cabinets	10 days	Tue 7/28/26	Mon 8/10/26																																																																																																																								
444	Drama Equipment Install	14 days	Tue 7/28/26	Fri 8/14/26																																																																																																																								
446	Millwork/Countertops/Window Sills	16 days	Tue 7/28/26	Tue 8/18/26																																																																																																																								
458	Doors/Hardware/Access Controls	14 days	Tue 7/28/26	Fri 8/14/26																																																																																																																								
460	Final Clean	6 days	Tue 7/28/26	Tue 8/4/26																																																																																																																								
462	Punch List	15 days	Wed 8/5/26	Tue 8/25/26																																																																																																																								

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Task	█	Inactive Task		Manual Summary Rollup	█	External Milestone	◆	Manual Progress	█
Split	⋯	Inactive Milestone	◆	Manual Summary		Deadline	↓		
Milestone	◆	Inactive Summary		Start-only	┌	Critical	█		
Summary		Manual Task	█	Finish-only	└	Critical Split	⋯		
Project Summary		Duration-only	█	External Tasks		Progress	█		



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ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
447	MEP Ceiling Trim Out & Light Fixtures	17 days	Fri 8/7/26	Mon 8/31/26																																																	MEP Ceiling Trim Out & Light Fixtures																																																																							
448	Final Paint	19 days	Thu 8/13/26	Tue 9/8/26																																																	Final Paint																																																																							
454	Flooring & Base	24 days	Wed 8/19/26	Mon 9/21/26																																																	Flooring & Base																																																																							
457	Pad Out	10 days	Tue 9/1/26	Mon 9/14/26																																																	Pad Out																																																																							
449	FECs & Corner Guards	8 days	Wed 9/9/26	Fri 9/18/26																																																	FECs & Corner Guards																																																																							
450	Roller Shade Install	8 days	Wed 9/9/26	Fri 9/18/26																																																	Roller Shade Install																																																																							
452	Markerboards	7 days	Wed 9/9/26	Thu 9/17/26																																																	Markerboards																																																																							
453	AV Equipment Install	10 days	Wed 9/9/26	Tue 9/22/26																																																	AV Equipment Install																																																																							
455	Acoustic Panels & Baffles	10 days	Wed 9/9/26	Tue 9/22/26																																																	Acoustic Panels & Baffles																																																																							
456	Electrical Trim-Out	11 days	Wed 9/9/26	Wed 9/23/26																																																	Electrical Trim-Out																																																																							
459	TAB	6 days	Tue 9/15/26	Tue 9/22/26																																																	TAB																																																																							
461	Life Safety & Final Inspections	2 days	Thu 9/24/26	Fri 9/25/26																																																	Life Safety & Final Inspections																																																																							
463	Area G Exterior Envelope & Interior Finishes	162 days	Thu 3/5/26	Fri 10/16/26																																																	Area G Exterior Envelope & Interior																																																																							
464	OH MEP Rough-In	21 days	Thu 3/5/26	Thu 4/2/26																																																	OH MEP Rough-In																																																																							
465	Exterior Framing & HM Jambs	16 days	Fri 3/13/26	Fri 4/3/26																																																	Exterior Framing & HM Jambs																																																																							
470	Exterior Sheathing	13 days	Tue 3/31/26	Thu 4/16/26																																																	Exterior Sheathing																																																																							
480	Dryfall Paint	17 days	Fri 4/3/26	Mon 4/27/26																																																	Dryfall Paint																																																																							
466	Parapet/Roofing Blocking & Sheathing	21 days	Mon 4/6/26	Mon 5/4/26																																																	Parapet/Roofing Blocking & Sheathing																																																																							
467	Interior Framing & HM Jambs	18 days	Mon 4/6/26	Wed 4/29/26																																																	Interior Framing & HM Jambs																																																																							

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Project: ECISD Middle School S
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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



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ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027												
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																		
468	Window & Door Blocking	11 days	Mon 4/6/26	Mon 4/20/26																																																	Window & Door Blocking
472	Waterproofing & Point Mastic	15 days	Mon 4/6/26	Fri 4/24/26																																																	Waterproofing & Point Mastic
473	Exterior HM Doors & Hardware	11 days	Tue 4/21/26	Tue 5/5/26																																																	Exterior HM Doors & Hardware
474	Roof Blocking & Expansion Joints	8 days	Tue 4/21/26	Thu 4/30/26																																																	Roof Blocking & Expansion Joints
475	Brick Façade	28 days	Mon 4/27/26	Wed 6/3/26																																																	Brick Façade
478	Exterior Aluminum Storefront	25 days	Mon 4/27/26	Fri 5/29/26																																																	Exterior Aluminum Storefront
469	In-Wall MEPF Rough-In	25 days	Thu 4/30/26	Wed 6/3/26																																																	In-Wall MEPF Rough-In
471	Restroom Cement Board & Hard Ceilings	16 days	Thu 4/30/26	Thu 5/21/26																																																	Restroom Cement Board & Hard Ceilings
477	Roofing Systems & Dry-In	14 days	Fri 5/1/26	Wed 5/20/26																																																	Roofing Systems & Dry-In
476	Drywall/Insulation/Accessories	26 days	Thu 5/14/26	Thu 6/18/26																																																	Drywall/Insulation/Accessories
482	Ceramic Tile	24 days	Fri 5/22/26	Wed 6/24/26																																																	Ceramic Tile
485	Exterior Lighting	9 days	Thu 6/4/26	Tue 6/16/26																																																	Exterior Lighting
479	Fire & Acoustical Sealants	9 days	Fri 6/19/26	Wed 7/1/26																																																	Fire & Acoustical Sealants
481	Tape/Bed/Texture/1st Coat Paint	23 days	Fri 6/19/26	Tue 7/21/26																																																	Tape/Bed/Texture/1st Coat Paint
486	Sheetmetal /Gutters/Coping Cap	18 days	Fri 6/19/26	Tue 7/14/26																																																	Sheetmetal /Gutters/Coping Cap
491	Plumbing Fixtures	14 days	Thu 6/25/26	Tue 7/14/26																																																	Plumbing Fixtures
483	Ceiling Grid & Borders	19 days	Wed 7/22/26	Mon 8/17/26																																																	Ceiling Grid & Borders
484	Sports Equipment Install	10 days	Wed 7/22/26	Tue 8/4/26																																																	Sports Equipment Install
488	Millwork/Countertops/Window Sills	16 days	Wed 7/22/26	Wed 8/12/26																																																	Millwork/Countertops/Window Sills

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Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



ECISD Middle School

ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
492	Lockers Install	18 days	Wed 7/22/26	Fri 8/14/26																																																	■ Lockers Install																																																																							
493	FECs & Corner Guards	8 days	Wed 7/22/26	Fri 7/31/26																																																	■ FECs & Corner Guards																																																																							
502	Doors/Hardware/Access Controls	14 days	Wed 7/22/26	Mon 8/10/26																																																	■ Doors/Hardware/Access Controls																																																																							
487	Gym Flooring Install	10 days	Wed 8/5/26	Tue 8/18/26																																																	■ Gym Flooring Install																																																																							
489	MEP Ceiling Trim Out & Light Fixtures	17 days	Wed 8/5/26	Thu 8/27/26																																																	■ MEP Ceiling Trim Out & Light Fixtures																																																																							
497	Flooring & Base	24 days	Thu 8/13/26	Tue 9/15/26																																																	■ Flooring & Base																																																																							
490	Final Paint	19 days	Tue 8/18/26	Fri 9/11/26																																																	■ Final Paint																																																																							
501	Pad Out	10 days	Fri 8/28/26	Thu 9/10/26																																																	■ Pad Out																																																																							
503	TAB	6 days	Fri 9/11/26	Fri 9/18/26																																																	■ TAB																																																																							
504	Final Clean	6 days	Fri 9/11/26	Fri 9/18/26																																																	■ Final Clean																																																																							
494	Markerboards	7 days	Mon 9/14/26	Tue 9/22/26																																																	■ Markerboards																																																																							
495	AV & Scoreboard Equipment Install	10 days	Mon 9/14/26	Fri 9/25/26																																																	■ AV & Scoreboard Equipment Install																																																																							
499	Acoustic Panels & Baffles	10 days	Mon 9/14/26	Fri 9/25/26																																																	■ Acoustic Panels & Baffles																																																																							
500	Electrical Trim-Out	11 days	Mon 9/14/26	Mon 9/28/26																																																	■ Electrical Trim-Out																																																																							
498	Weight Room Equipment Install	9 days	Wed 9/16/26	Mon 9/28/26																																																	■ Weight Room Equipment Install																																																																							
506	Punch List	15 days	Mon 9/21/26	Fri 10/9/26																																																	■ Punch List																																																																							
496	Bleacher Install	15 days	Mon 9/28/26	Fri 10/16/26																																																	■ Bleacher Install																																																																							
505	Life Safety & Final Inspections	2 days	Tue 9/29/26	Wed 9/30/26																																																	■ Life Safety & Final Inspections																																																																							
507	Area H Exterior Envelope & Interior Finishes	143 days	Fri 4/3/26	Tue 10/20/26																																																	■ Area H Exterior Envelope & Interior Finishes																																																																							

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Project: ECISD Middle School S
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Task	■ Inactive Task	□ Manual Summary Rollup	■ External Milestone	◇ Manual Progress
Split	⋯ Inactive Milestone	◇ Manual Summary	▬ Deadline	↓
Milestone	◆ Inactive Summary	▬ Start-only	▬ Critical	▬ Critical Split
Summary	▬ Manual Task	▬ Finish-only	▬ Critical Split	⋯ Critical Split
Project Summary	▬ Duration-only	▬ External Tasks	▬ Progress	▬ Progress



ECISD Middle School

ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
529	Canopies	16 days	Thu 7/9/26	Thu 7/30/26																																																	Canopies																																																																							
530	Exterior Lighting	9 days	Thu 7/9/26	Tue 7/21/26																																																	Exterior Lighting																																																																							
531	Sheetmetal /Gutters/Coping Cap	18 days	Thu 7/9/26	Mon 8/3/26																																																	Sheetmetal /Gutters/Coping Cap																																																																							
528	Ceiling Grid & Borders	19 days	Wed 7/22/26	Mon 8/17/26																																																	Ceiling Grid & Borders																																																																							
532	Theatrical & Rigging Equipment Install	10 days	Wed 7/22/26	Tue 8/4/26																																																	Theatrical & Rigging Equipment Install																																																																							
533	Millwork/Countertops/Window Sills	16 days	Wed 7/22/26	Wed 8/12/26																																																	Millwork/Countertops/Window Sills																																																																							
525	Fire & Acoustical Sealants	9 days	Fri 7/24/26	Wed 8/5/26																																																	Fire & Acoustical Sealants																																																																							
534	MEP Ceiling Trim Out & Light Fixtures	17 days	Wed 8/5/26	Thu 8/27/26																																																	MEP Ceiling Trim Out & Light Fixtures																																																																							
535	Final Paint	19 days	Mon 8/10/26	Thu 9/3/26																																																	Final Paint																																																																							
548	Doors/Hardware/Access Controls	14 days	Mon 8/10/26	Thu 8/27/26																																																	Doors/Hardware/Access Controls																																																																							
540	Flooring & Base	24 days	Thu 8/13/26	Tue 9/15/26																																																	Flooring & Base																																																																							
544	Auditorium Seating Install	18 days	Mon 8/24/26	Wed 9/16/26																																																	Auditorium Seating Install																																																																							
543	Pad Out	10 days	Fri 8/28/26	Thu 9/10/26																																																	Pad Out																																																																							
536	Stage Flooring Install	12 days	Fri 9/4/26	Mon 9/21/26																																																	Stage Flooring Install																																																																							
537	FECs & Corner Guards	8 days	Fri 9/4/26	Tue 9/15/26																																																	FECs & Corner Guards																																																																							
538	Markerboards	7 days	Fri 9/4/26	Mon 9/14/26																																																	Markerboards																																																																							
539	AV Equipment Install	10 days	Fri 9/4/26	Thu 9/17/26																																																	AV Equipment Install																																																																							
541	Acoustic Panels & Baffles	10 days	Fri 9/4/26	Thu 9/17/26																																																	Acoustic Panels & Baffles																																																																							
542	Electrical Trim-Out	11 days	Fri 9/4/26	Fri 9/18/26																																																	Electrical Trim-Out																																																																							

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Project: ECISD Middle School S
Date: Tue 10/29/24

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



ECISD Middle School

ID	Task Name	Duration	Start	Finish	Qtr 1, 2025												Qtr 2, 2025												Qtr 3, 2025												Qtr 4, 2025												Qtr 1, 2026												Qtr 2, 2026												Qtr 3, 2026												Qtr 4, 2026												Qtr 1, 2027												Qtr 2, 2027											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																																																																													
549	TAB	6 days	Fri 9/11/26	Fri 9/18/26																																																																																																																								
547	Life Safety & Final Inspections	4 days	Mon 9/21/26	Thu 9/24/26																																																																																																																								
550	Final Clean	6 days	Tue 9/22/26	Tue 9/29/26																																																																																																																								
545	Substantial Completion	1 day	Fri 9/25/26	Fri 9/25/26																																																																																																																								
546	Punch List	15 days	Wed 9/30/26	Tue 10/20/26																																																																																																																								
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- **TAB**
- **Life Safety & Final Inspections**
- **Final Clean**
- **Substantial Completion**
- **Punch List**

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Project: ECISD Middle School S
Date: Tue 10/29/24

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			





AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 17th day of December in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 18th day of June in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)

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

2023 Bond Program New Construction and Renovations to ECISD
New Middle School

THE OWNER:
(Name, legal status, and address)

Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

WHEREAS, Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133™–2019 Exhibit A Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Construction Manager on this project, Owner and Construction hereby agree to the following amendments to the Contract:

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ninety Three Million Six Hundred Twenty Three Hundred Sixty Six Dollars (\$ 93,620,366.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See GMP Summary Exhibit D

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price	Conditions for Acceptance
N/A		

(Table deleted)

(Paragraphs deleted)

§ A.1.1.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

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

January 6, 2025

The commencement date will be the first business day after the Construction Manager’s receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Construction Manager, approved by the Owner’s Board of Trustees, signed by the Owner’s authorized representative, and Owner and

Init.

Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017, and the A133-2019 Exhibit B.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall diligently prosecute and achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

By the following date: 9/25/2026

Final Completion shall be 30 calendar days after the date of Substantial Completion subject to adjustments of the Contract Time as provided in the Contract Documents.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.11 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attached Exhibit C			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attached Exhibit B

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attached Exhibit A

Number	Title	Date
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Other identifying information:

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Graffiti-Resistant Coating	\$150,000.00
Foodservice Equipment (excluded items)	\$52,000.00
Vibration and Seismic Controls	\$135,000.00
Internal Lift Station Components	\$65,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See Attached Assumptions and Clarifications Exhibit D

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

See Attached Exhibit D

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:30:58 ET on 12/13/2024.

PAGE 1

This Amendment dated the 17th day of December in the year 2024, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 18th day of June in the year 2024 (the "Agreement")

...

2023 Bond Program New Construction and Renovations to ECISD
New Middle School

...

Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

...

(Name, legal status, and address)

Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

WHEREAS, Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133™-2019 Exhibit A Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Construction Manager on this project, Owner and Construction hereby agree to the following amendments to the Contract:

PAGE 2

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract ~~Sum~~ Sum, as the term is defined in Article 6.1 of the Agreement, shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article ~~6-7~~ 6-7 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ninety Three Million Six Hundred Twenty Three Hundred Sixty Six Dollars (\$ 93,620,366.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

See GMP Summary Exhibit D

<u>Item</u>	<u>Price</u>	<u>Conditions for Acceptance</u>
N/A		

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

<u>Item</u>	<u>Price</u>	<u>Conditions for Acceptance</u>
-------------	--------------	----------------------------------

Established as follows:

January 6, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment. The commencement date will be the first business day after the Construction Manager's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Construction Manager, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017, and the A133-2019 Exhibit B.

PAGE 3

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall diligently prosecute and achieve Substantial Completion of the entire Work:

By the following date: 9/25/2026

Final Completion shall be 30 calendar days after the date of Substantial Completion subject to adjustments of the Contract Time as provided in the Contract Documents.

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section ~~6.1.6~~ 6.1.11 of the Agreement.

See Attached Exhibit C

See Attached Exhibit B

...

See Attached Exhibit A

...

Other identifying information:

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

PAGE 4

<u>Graffiti-Resistant Coating</u>	<u>\$150,000.00</u>	
<u>Foodservice Equipment (excluded items)</u>	<u>\$52,000.00</u>	
<u>Vibration and Seismic Controls</u>	<u>\$135,000.00</u>	
<u>Internal Lift Station Components</u>	<u>\$65,000.00</u>	

...

See Attached Assumptions and Clarifications Exhibit D

...

N/A

...

See Attached Exhibit D

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chad Henthorn, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:30:58 ET on 12/13/2024 under Order No. 3104239132 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Title Company Switch for Bond Transportation Center Land Purchase

- **Purpose:** No new funds are being requested. The board previously approved the funds to be used through Basin Abstract & Title in October 2024. They now need to be used through Alamo Title.
- **Background Info:** The district is pursuing the purchase of property located at 8860 and 8866 NW Loop 338, Odessa, Tx. T-1-S, BLK 42, SEC 32 (CARD #4)- 25.0 Acres for the bond Transportation Center.
- **Cost:** 5,500,000
- **Funding Source:** 693 - Bond funds
- **Recommended Supplier/Service Provider:**

Alamo Title

Board Approval

Date

Sam Magallan
Executive Director of District Operations
802 N. Sam Houston
Odessa, TX 79761
Office: 432-456-9659



RFQ 24-13 Parkhill Architectural and Engineering Services for Priority 1 and 2 Items

- **Purpose:** To engage Parkhill to assist ECISD in the completion of Priority 1 and 2 Renovations and Renewal Projects.
- **Background Info:** 2023 Bond Proposition A has various Priority 1 and Priority 2 items that require project oversight and cost controls. These projects will be assigned to the Architect (Project Oversight and Cost Controls). ECISD may also wish to engage Parkhill as Architect (of Record) for full design services for specific projects included in the Priority 1 and Priority 2 project list.
- **Cost:** \$4,668,944.66
- **Funding Source:** 693 Bond Funds
- **Recommended Service Provider:** Parkhill, Smith & Cooper, Inc

Board Approval

Date

OUR students...THE future



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of December in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761
Phone: (432) 456-0000

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

Parkhill
1700 W. Wall, Suite 100
Midland, Texas 79701
Phone: (432) 697-1447
Fax: (432) 697-9758

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

Priority 1 and Priority 2 Renovations and Renewal Projects
802 North Sam Houston
Odessa, Texas 79761

Refer to Exhibit A for List of Priority 1 and 2 Projects

The Owner and Architect agree as follows.

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Parkhill (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™-2017 Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

ADDITIONS AND DELETIONS:

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

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

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

The District wishes to establish Priority 1 and Priority 2 comprehensive **project oversight and cost controls** for the Priority 1 and Priority 2 renewals and renovation projects throughout the district. These projects will be assigned to the **Architect (Project Oversight and Cost Controls)**. These projects vary in size and scope but are dedicated to the renewal and replacement of campus and facility infrastructure.

The Owner may wish to engage the Architect as **Architect (of Record)** for full design services as described in Article 3 for specific project(s) included in the Priority 1 and Priority 2 projects. The scope of work will be issued as an amendment to this contract and in accordance with compensation as described in Article 11.

Within the contract, references to Architect singularly imply the role of **Architect (of Record)** as described above and herein.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Architect will work with the Owner to develop the project program in accordance with established standards and scope.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit A for list of Priority 1 and Priority 2 Projects.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Priority 1 and 2 Projects: \$92,511,437.84

Cost of Work is based on existing facility assessments and associated budgets. The exact scope and cost of work will be determined.

Refer to Exhibit A for line item projects and associated budgets.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Commencement: 1-15-2025

.2 Construction commencement date:

To be determined by project packaging and scheduling.

.3 Substantial Completion date or dates:

To be determined by project packaging and scheduling.

.4 Other milestone dates:

To be determined by project packaging and scheduling.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined by project packaging and scheduling.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dr. Keely Boyer, Interim Superintendent or designee
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79762
Phone: (432) 456-0000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Init.

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User Notes:

(1264146281)

§ 1.1.9 The Owner may retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical
(Paragraphs deleted)
Engineer (if needed): To be identified by Owner at a later date.

.2
(Paragraphs deleted)
Other, if any:
Surveyor (if needed): To be identified by Owner at a later date.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mildred Bautista, PE, Senior Project Manager
1700 W. Wall Street, Suite 100
Midland, Texas 79701
Phone: 432.697.1447

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Parkhill
1700 W. Wall St., Suite 100
Midland, Texas 79701

.2 Mechanical Engineer:

Parkhill
1700 W. Wall St., Suite 100
Midland, Texas 79701

.3 Electrical Engineer:

Parkhill
1700 W. Wall St., Suite 100
Midland, Texas 79701

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Surveyor: TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties may agree in writing upon protocols, governing the transmission and use of Construction Documents or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practice and Remedies Code Section 130.002, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years,

as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

(Paragraphs deleted)

§ 2.5.1 Workers' Compensation

- .1 State: Statutory Benefits
- .2 Employer's Liability: \$1,000,000 per accident
\$1,000,000 disease, policy limit
\$1,000,000 disease, each employee

§ 2.5.2 Commercial General Liability with policy limits of not less than the following amounts

- .1 Each occurrence: \$ 1,000,000.00 each occurrence
\$ 2,000,000.00 aggregate
- .2 Medical Expense (per person) \$ 10,000 each occurrence
- .3 Products & Completed Operations: \$ 2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage)
- .4 Personal & Advertising Injury \$ 1,000,000 aggregate
- .5 Must include explosion, collapse, and underground (X, C, and U) coverage
- .6 Must include Completed Operations coverage
- .7 Must Include Contractual Liability Coverage
- .8 Must Include General Aggregate Per Project Endorsement.

§ 2.5.3 Contractual Liability:

- .1 Property Damage shall be included in Commercial General Liability Coverage.
- .2 Insurance sufficient to cover Architect's contractual indemnities.

§ 2.5.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):

- .1 Combined single limit policy in the amount of at least \$1,000,000 for Bodily Injury and Property – Each Accident.

§ 2.5.5 Professional Liability (E&O) Coverage in at least in the following amounts:

- \$ 5,000,000.00 per claim
- \$ 7,000,000.00 per annual aggregate

Deductibles or self-insured retention amounts shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million.

- .1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than Two Million Dollars in the aggregate (\$ 2,000,000.00).

§ 2.5.6 Umbrella Excess Liability coverages shall be:

- .1 \$ 1,000,000.00 each occurrence
- .2 \$ 2,000,000.00 aggregate
- .3 \$ 2,000,000.00 aggregate Per Project Endorsement

§ 2.5.7 Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

28 TAC § 110.110(i).

- .1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.
- .2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
- .3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.
- .5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:

- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.
- .9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
 - .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
 - .2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
 - .3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .4 Obtain from each other person with whom it contracts, and provide to the Architect:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project; and
 - .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
 - .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
 - .7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

- .12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Section 4.1 and include usual and customary architectural services, design oversight, project costs and schedule controls, structural, mechanical, plumbing and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; accessibility services; estimating by the Architect's independent estimating consultant; design and construction data base management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all on-site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas when appropriate, portable buildings and accompanying infrastructure if applicable. The District will not waive any services recommended by the Architect that are required by law.

Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in Article 3 and Section 4.1 are Additional Services.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make presentations to Owner's Board of Trustees as required.

.2 The Architect shall submit comprehensive project controls reporting, master schedule reports, and additional required documentation to the Owner at intervals appropriate to accurately describe each project and/or project package progress as designated in this Agreement for purposes of evaluation and approval by the Owner's Board of Trustees or the Board's designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees or the Board's designee in the further development of the program, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design, oversight, and control services and the completion of documentation required of the Architect. The schedule initially shall include anticipated critical path dates captured in a comprehensive master schedule describing all projects/packages, anticipated construction, Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

.1 Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests

before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to inform all parties of revisions or amendments to applicable codes or standards which become effective prior to the date of issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be noted (including any project additionally required documentation and related project revisions) by the Architect, and shall be compensated as an Additional Service pursuant to Section 4.2.1.2, if applicable to the Project and required for Final Completion.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall comply with applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments which may cause an adjustment in the Architect's compensation and must be mutually agreed upon by the Owner and Architect in writing before proceeding.

§ 3.1.7 The scope of work for this Project:

The District wishes to complete the work as outlined in Exhibit A and Exhibit B for Priority 1 and Priority 2 projects.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 When acting on behalf of the Owner, the **Architect (Project Oversight and Cost Controls)** shall assist the Owner by providing comprehensive design and controls oversight to the Schematic Design Phase as described in Articles 3.2.2 – 3.2.7. the Architect will provide recommendations and review comments to the Owner’s contracted professional service providers, and any required reporting to the Owner to facilitate the smooth transition between design phases as defined by the Architect. Refer to Exhibit B for detailed listing of Architect’s Scope of Work. The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner’s Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner’s program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project, and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner’s Project site and shall provide to Owner a written report evaluating the feasibility of the Owner’s site for the Project based on site conditions, and the Owner’s program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner’s Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present, for the Owner’s approval, a written preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design and Owner’s schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider and discuss with Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work.

§ 3.2.5.2 The Architect shall consider, and, if applicable, consult with the Construction Manager at Risk regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner’s budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of

equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work prepared in accordance with Section 6.3. This opinion may be based on current area, volume or similar conceptual estimating techniques.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 When acting on behalf of the Owner, the **Architect (Project Oversight and Costs Controls)** shall assist the Owner by providing comprehensive design and controls oversight to the Design Development Phase as described in Articles 3.3.2 -3.3.4. The Architect will provide recommendations and review comments to the Owner's contracted professional service provider, and any required reporting to the Owner to facilitate the smooth transition between design phases as defined by the Architect. Refer to Exhibit B for detailed listing of Architect's Scope of Work.

Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, shall refine the Project design, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other elements outlined in this Agreement. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the opinion of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in

§ 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board, or Board's designee's approval.

§ 3.3.4 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 When acting on behalf of the Owner, the **Architect (Project Oversight and Costs Controls)** shall assist the Owner by providing comprehensive design and controls oversight to the Construction Documents Phase as described in Article 3.4.1. The Architect will provide recommendations and review comments to the Owner's contracted professional service provider, and any required reporting to the Owner to facilitate the smooth transition between design phases as defined by the Architect. Refer to Exhibit B for detailed listing of Architect's Scope of Work.

Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.

§ 3.4.1.1 Errors and Omissions.

§ 3.4.1.1.1 Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

§ 3.4.1.1.2 Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

§ 3.4.1.1.3 Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

§ 3.4.1.1.4 Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, including, without limitation, school facility standards found in 19 Texas

Administrative Code, Subchapter CC, Section 61.1031 and Section 61.1040, and Texas Health and Safety Code Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1031 and Section 61.1040, and performed its services in accordance with the Standard of Care in executing the construction documents. Architect shall also certify that the construction documents conform to the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, except as indicated on the certification. Architect's signature and seal on the construction documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 Texas Administrative Code Section 61.1040.

Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1032 and Section 61.1040. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to make note of and communicate scope of revisions or amendments to applicable codes or standards that become effective prior to issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be addressed by the Architect, and shall be compensated as Additional Service per Section 4.2.1.2.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's in the development and preparation of (1) bidding competitive purchasing, and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms bidding competitive purchasing, and; (2) the form of agreement between the Owner and Contractor, or Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health (Texas Government Code Chapter 425). All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

§ 3.4.3.1 As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

§ 3.4.3.2 Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts

exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the opinion for the Cost of the Work. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

§ 3.4.6 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

§ 3.4.7 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall endeavor to not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

If requested by the Owner, the Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

§ 3.5.2 Competitive Bidding or Purchasing

§ 3.5.2.1 If applicable, Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

§ 3.5.2.2 If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

- .1 procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon

- completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting, and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 In consultation with the Owner, the Architect shall consider requests for substitutions if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

§ 3.5.3 Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

§ 3.5.3.2 If requested by Owner, Architect shall assist the Owner in obtaining proposals by:

- .1 providing a digital copy of the Proposal Documents for distribution to prospective proposers/contractors and plan rooms and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 When acting on behalf of the Owner, the **Architect (Project Oversight and Cost Controls)** shall assist the Owner by providing comprehensive schedule and controls oversight to the Construction Phase Services as described in Articles 3.6.1.1 – 3.6.1.3. The Architect will provide construction service oversight as described in Exhibit B 2.d, and to facilitate the smooth transition from construction to project completion. Refer to Exhibit B for detailed listing of Architect's Scope of Work.

The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project, and as specified in Section 3.1.6 herein. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If any conflict arises between this AIA Document B101-2017 and AIA Document A201-2017, this agreement shall control to the extent affecting Architect's services. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol,

weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's representative or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to observe the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or Owner's representative, Architect's project representative, and Architect. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work, when Architect knew or should have known of the defect or nonconforming work, shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or

entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 3.6.2.3 The Architect shall interpret and make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or recommendations rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 3.6.2.5 The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, the Work has progressed to the point indicated, and in Architect's professional opinion the quality of the Work is in accordance with the Construction Documents and the Contract Documents and evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof,

foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not be required to review submittals that are not requested by the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With notice and consent of Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall accept requests by the Owner, and shall review properly-prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends

approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;
- .3 receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- .5 For any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.
- .6 Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).
- .7 Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):
 - (i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040. The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.
 - (ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's Board of Trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.
 - (iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner’s Designated representative to review the facility operations and performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such Services are not required for this project or approved by Owner.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services in Schedule A, to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (of Record)
§ 4.1.1.2 Multiple preliminary designs	Architect (of Record)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect (of Record)
§ 4.1.1.5 Site evaluation and planning	Architect (of Record)
§ 4.1.1.6 Building Information Model management responsibilities	Architect (of Record)
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect (of Record)
§ 4.1.1.8 Coordination of Civil engineering services	Architect (of Record)
§ 4.1.1.9 Landscape design	Architect (of Record)
§ 4.1.1.10 Architectural interior design	Architect (of Record)
§ 4.1.1.11 Value analysis	Architect (of Record)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect (of Record)
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect (of Record)
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect (of Record) and Architect (Project Oversight and Cost Controls)
§ 4.1.1.21 Telecommunications/data design	Architect (of Record)
§ 4.1.1.22 Security evaluation and planning	Architect (of Record)
§ 4.1.1.23 Commissioning	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.25 Fast-track design services	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.27 Historic preservation	Not Provided

§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Project Oversight and Cost Controls <i>(Row deleted)</i>	Architect (Project Oversight and Cost Controls)
§ 4.1.1.30 [Intentionally deleted] <i>(Row deleted)</i>	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1

(Paragraphs deleted)

Refer to Schedule A

§ 4.1.2.2

(Paragraphs deleted)

[Intentionally deleted]

§ 4.1.3 [Intentionally deleted]

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revisions or amendments of codes, laws, or regulations, which occur after the issue of applicable building permits, including changing or editing and result in substantial revisions to previously prepared Instruments of Service;
- .3

(Paragraphs deleted)

Consultation concerning replacement of Work resulting from fire or other cause during construction; and

- .4 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

§ 4.2.2

(Paragraphs deleted)

[Intentionally deleted]

§ 4.2.3 The Architect when acting as the Architect (of Record) shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) visit to the site by the Architect per week during construction unless more visits per week are deemed necessary by the Owner in accordance with § 3.6.2.1.
- .3 Five (5) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Five (5) inspections for each portion of the Work to determine final completion.

§ 4.2.4 The Architect when acting as the Architect (Project Oversight and Cost Controls) shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) visit to the site by the Architect per week during construction unless more visits per week are deemed necessary by the Owner in accordance with § 3.6.2.1.
- .2 Five (5) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 Five (5) inspections for each portion of the Work to determine final completion.

§ 4.2.5 [Intentionally deleted]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 5.2 The Owner shall establish and update the Owner's budget for the Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement. Owner's Board of Trustees hereby delegates to the Superintendent the authority to approve minor contract revisions, which may arise after execution of the contract, that do not affect the material terms of the contract. Any such revisions shall be reviewed by the Board's legal counsel, confirmed in writing between the Architect and Owner's Superintendent or designee, and notice of such approved revisions shall be given to the Board of Trustees."

Owner's designated representative to sign contracts:

Name: Dr. Keeley Boyer Title: Interim Superintendent, or designee.

Owner's designated representative for day-to-day operations:

Name: Dr. Keeley Boyer Title: Interim Superintendent, or designee.

§ 5.4 Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for

additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 5.5 The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 [Intentionally deleted]

§ 5.7 [Intentionally deleted]

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 5.10 Unless otherwise provided in this Agreement the Owner may, in its sole discretion furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, and Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 [Intentionally deleted]

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall

Init.

include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect or Architect's consultants; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of the Cost of the Work and updated opinions of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

§ 6.3 The Architect acting as the **Architect (of Record)** shall prepare a preliminary opinion of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing opinions of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees, or designee; and to include design alternates as may be necessary to adjust the opinion of the Cost of the Work to meet the Owner's budget.

§ 6.3.1 The Architect acting as the Architect (**Project Oversight and Cost Controls**) shall review all opinions of cost of work at accepted milestones and advise the Owner and Architect/Engineer of Record regarding value engineering strategies, and recommendations to modifications to the project budgets. Refer to Exhibit B for scope of work details.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect (of Record)'s opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

§ 6.5.1 The Architect acting as the **Architect (Project Oversight and Cost Controls)** will provide oversight and recommendations regarding value engineering strategies and to ensure proper communications and documentation to make appropriate recommendations. Refer to Exhibit B for scope of work details.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 implement any other mutually acceptable alternative; or
- .6 when working with the **Architect (Project Oversight and Cost Controls)**, direct the Architect assigned to the project to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.
- .7 direct the **Architect (of Record)** to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before the commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

FORM A for Sections 7.2 to 7.5 ()

FORM B FOR SECTIONS 7.2 to 7.4 ()

(Paragraphs deleted)

§ 7.2 Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law,

statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

§ 7.3 The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as built" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

§ 7.4 The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but in any case not more than 8 years after the date of Substantial Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** waive all causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 All claims, disputes, or matters in controversy between Owner and **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL) or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board at Level III. If **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 8.1.1.2 **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** stipulate that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.1.2 Only to the extent damages are fully covered by property insurance, the Owner and **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of

such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the **Architect (of Record)** and **Architect (Project Oversight and Cost Control)**, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner’s termination of this Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys’ fees may be awarded to the prevailing party.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor’s or Architect’s opportunity to cure.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 The Owner and **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner’s grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the county where Owner’s main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner’s Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 8.2.4

(Paragraphs deleted)

The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.

If the Owner and **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

§ 8.2.5 [Intentionally deleted]

Init.

§ 8.3 [Intentionally deleted]

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make timely payments to the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** for undisputed sums in accordance with this Agreement, and Texas law, such failure shall be considered substantial nonperformance and cause for termination if not cured after ten (10) days written notice to Owner of the delinquency. **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** shall be allowed to suspend **Architect's (of Record)** and **Architect's (Project Oversight and Cost Control)** performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 *et seq.* In the event of a suspension of services, the **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** all sums due prior to suspension and any expenses incurred in the interruption and resumption of the **Architect's (of Record)** and **Architect's (Project Oversight and Cost Control)** services. The **Architect's (of Record)** and **Architect's (Project Oversight and Cost Control)** fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, the **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** shall be compensated for services performed prior to notice of such suspension. The **Architect's (of Record)** and **Architect's (Project Oversight and Cost Control)** fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the **Architect (of Record)** or **Architect (Project Oversight and Cost Control)**, the **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

(Paragraphs deleted)

The parties hereby agree that: 1) if an order for relief is entered on behalf of the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the **Architect's (of Record)** Construction Documents in the event of a termination of this Agreement are set forth in Article 7, Section 11.9.

§ 9.10 This Agreement may be terminated by Owner if **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

§ 10.3 The Owner and **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the **Architect (of Record)** or **Architect (Project Oversight and Cost Control)** shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** to execute certificates, the language of such certificates shall be submitted to the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** for review at least 14 days prior to the requested dates of execution. The **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** shall execute certificates or consents consistent with the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** standard of care pursuant to this Agreement .

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**.

§ 10.6 Unless otherwise required in this Agreement, the **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** knew, directed, or specified that, or allowed such hazardous materials be used in the Project. **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** learns of the hazardous nature of the materials.

§ 10.7 With prior written consent of the Owner, such consent not to be unreasonably withheld, the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** may include photographic or artistic representations of the design of the Project among the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** promotional and professional materials. The **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but

shall not be limited to, all items listed in Section 10.8. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** from establishing a claim or defense in an adjudicatory proceeding. The **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** shall require of the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

§ 10.10 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.11 APPLICABLE LAW. This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.12 CONFLICT OF DOCUMENTS. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 It is understood and agreed that the relationship of **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**. Any direction or instruction by Owner or any of its authorized representatives in respect to the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** services shall relate to the results the Owner desires to obtain from the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**,

and shall in no way affect the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** independent contractor status.

§ 10.14 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 10.15 Pursuant to Texas Education Code Section 44.034, **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** must give advance written notice to the Owner if the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** or an owner or operator of the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 10.16 CHILD SUPPORT. By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.17 By executing this Agreement, **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** verifies that **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** represents and warrants to the Owner that the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.18 **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If **Architect** misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

§ 10.19 The **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 10.20

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** that **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** provide that information to the District.

- .2** The **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** must:
- .1** Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2** Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** upon request of the District; and,
 - .3** On completion of the Contract, either:
 - .1** Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**; or
 - .2** Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
 - .3** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** agrees that the contract can be terminated if the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** knowingly or intentionally fails to comply with the requirements of that subchapter.
 - .4** Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
 - .5** If an **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.
 - .6** If **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.
 - .7** As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

§ 10.21.1 CRIMINAL HISTORY RECORD CHECKS

§ 10.21.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21.3) of **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**, its subcontractors, or any subcontracting entities who will perform **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** services, **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal

history information on those covered employees before they begin the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** services. **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** services after its review of the criminal history information, but cannot disclose the criminal history information to **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**. **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 10.21.2 Architect (of Record) and/or Architect (Project Oversight and Cost Control) will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to perform **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** services. If **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** receives information that a covered employee has a reported disqualifying criminal history, then **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** agrees to discontinue using that covered employee to provide services on Owner's Project. If **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** has taken precautions or imposed conditions to ensure that the employees of **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** and any **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** consultant will not become covered employees, **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 10.21.3 For the purposes of this Section, "covered employees" means employees, agents, or applicants of **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the persons duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

§ 10.21.4 Architect's (of Record) and/or Architect's (Project Oversight and Cost Control) violation of this section shall constitute a substantial failure under Article 14 of AIA Document A201-2017, General Conditions of Contract for Construction, as amended by Owner for this project.

§ 10.21.5 Architect (of Record) and/or Architect (Project Oversight and Cost Control) shall assume all expenses associated with the background checks.

ARTICLE 11 COMPENSATION

§ 11.1 For the **Architect's (of Record)** and **Architect's (Project Oversight and Cost Control)** Basic Services described under Article 3 and supplemental services under § 4.1, the Owner shall compensate the **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** that a dispute exists, shall list the specific reason for nonpayment, and shall give **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

.1 [Intentionally deleted]

.2 Percentage Basis – **Architect (Project Oversight and Cost Controls)**

(2.75) % for the cost of work of Priority 1 and Priority 2 projects as described in Exhibit A.

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein;

Compensation shall be paid based on the percentage of the services actually completed by **Architect (Project Oversight and Cost Control)**. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of **Architect's (Project Oversight and Cost Control)** services in 11.5.

.3 Percentage Basis – **Architect (of Record)**

(Paragraph deleted)

To be determined percentage based on approved fee schedule (refer to Exhibit C) for Owner's Cost of the Work. Compensation for Architect (of Record) will be percentage based only on Standard Architect (of Record) fee schedule (refer to Exhibit C) for Owner's Cost of Work. The Architect (of Record) fee percentage will include all project oversight required and will not incur any additional fees.

When performing services as Architect (Project Oversight and Cost Control) compensation will be 2.75% for the cost of work as described in Article 11.1.2 above NOT based on fees described in Exhibit C.

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein;

(Paragraphs deleted)

Compensation shall be paid based on the percentage of the services actually completed by **Architect (of Record)**. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of **Architect's (of Record)** services in 11.5.

§ 11.2

(Paragraphs deleted)

[Intentionally deleted]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the **Architect's (of Record)** and **Architect's (Project Oversight and Cost Control)** as follows:

(Insert amount of, or basis for, compensation.)

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As agreed between the parties in writing, executed prior to the **Architect's (of Record)** and **Architect's (Project Oversight and Cost Control)** beginning performance of Additional Services. Compensation of Additional Services will be based on hourly rates as described in Schedule B, with a not-to-exceed maximum agreed upon by both parties.

§ 11.4 Compensation for Additional Services of the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** consultants when not included in Section 11.3, shall be the amount invoiced to the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

N/A

§ 11.4.1 The **Architect (of Record)** shall invoice for site/civil engineering services rendered by their site/civil engineer of record with zero (0%) percent markup.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows, depending on the role and scope of work of Parkhill on a particular project:

§ 11.5.1 When performing services solely as **Architect (Project Oversight and Cost Controls)**, the proportion of compensation for each phase of services shall be as follows:

Design Phase Oversight	forty-five	percent (	45	%)
Procurement Phase Oversight	ten	percent (	10	%)
Construction Phase Oversight	forty-five	percent (	45	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.5.2 When performing services as **Architect (of Record)** the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty	percent (	30	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 [Intentionally deleted]

§ 11.7 The hourly billing rates for services of the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** and the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** consultants are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to attached Schedule B
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the **Architect (of Record)** and **Architect (Project Oversight and Cost Control)**

and the **Architect's (of Record)** and **Architect's (Project Oversight and Cost Control)** consultants directly related to the Project, as follows:

- .1 [Intentionally deleted];
- .2 [Intentionally deleted];
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** under this Agreement;
- .5 Postage, handling, and delivery of Construction Documents, other than those required to be provided by **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** under this Agreement;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** provision of one artist's rendering or mock-up of each building in the Project;
- .8 [Intentionally deleted];
- .9 [Intentionally deleted];
- .10 [Intentionally deleted];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- .12 [Intentionally deleted].

§ 11.8.2 For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** and the **Architect's (of Record)** and **Architect's (Project Oversight and Cost Control)** consultants.

§ 11.9

(Paragraphs deleted)

Compensation For Use Of Architect's Instruments Of Service. The parties agree that **Architect's (of Record)** compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 [Intentionally deleted]

§ 11.10.1.2 [Intentionally deleted]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** invoice by Owner's designated representative. Undisputed amounts unpaid more than Thirty (30) days after Owner's receipt of the invoice shall bear interest at the rate entered

(Paragraphs deleted)

below specified by Texas Government Code § 2251.025 or its successor.

(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)

§ 11.10.2.2 The Owner may withhold payments after appropriate notice as to the reasons for the withholding, to the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** for the purposes of reimbursing Owner for any damages caused by the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**, for changes in the Cost of the Work which result in **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** compensation being reduced, for **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** failure to comply with the provisions of any part of this Agreement, if a claim has been filed against **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**, or to secure

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performance of **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** services and obligations under any part of this Agreement.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of **Architect's (of Record)** and/or **Architect's (Project Oversight and Cost Control)** progress payment applications.

§ 11.11 **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 **INDEMNITY.** Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of **Architect (of Record)** and **Architect (Project Oversight and Cost Control)**, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by **Architect (of Record)**, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT (of RECORD) SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF EIGHT YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONTRACTOR, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except **Architect (of Record)** and **Architect (Project Oversight and Cost Control)**.

§ 12.2 THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 12.3 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 12.4 It is understood and agreed that Article 12 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 12.5 **RECORDS RETENTION.** **Architect (of Record)** and **Architect (Project Oversight and Cost Control)** shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** may provide such records to Owner for retention at any time if Owner agrees

in writing to accept such records in lieu of **Architect’s (of Record)** and/or **Architect’s (Project Oversight and Cost Control)** retention under this Section.

§ 12.6 COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 505 E Huntland Dr., Austin, Texas 78752, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)** and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner’s Board of Trustees and signed by both the Owner’s designated representative and **Architect (of Record)** and/or **Architect (Project Oversight and Cost Control)**.

§ 13.2 This Agreement may be comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended for this Project;
- .2 AIA Document A201 2017 General Conditions of Contract for Construction, as amended for this project
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – List of Priority 1 and 2 projects.
Exhibit B – Description of Parkhill Scope of Work
Exhibit C – Standard Architect (of Record) Fee Schedule

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Schedule A – Description of Services referenced in Article 4.1.1.
Schedule B – Architect’s Hourly Rates referenced in Article 11.7

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

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

PARKHILL

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

David Finley, EdD, AIA, ALEP | Principal
(Printed name, title, and license number, if required)

Exhibit A

List of Priority 1 and 2 Projects

PROJECTS	CONSTRUCTION BUDGET	INFLATION ASSIGNED	TOTAL CONSTRUCTION BUDGET
Building Envelope	\$ 19,796,163.12	\$ 2,969,424.47	\$ 22,765,587.59
Roof Replacement	\$ 18,146,541.12	\$ 2,721,981.17	\$ 20,868,522.29
Wall Repair - Exterior	\$ 97,000.00	\$ 14,550.00	\$ 111,550.00
Waterproofing Sealant	\$ 1,541,372.00	\$ 231,205.80	\$ 1,772,577.80
Windows	\$ 11,250.00	\$ 1,687.50	\$ 12,937.50
Civil	\$ 451,215.72	\$ 67,682.36	\$ 518,898.08
Playground Equipment	\$ 124,400.00	\$ 18,660.00	\$ 143,060.00
Site Paving - Maintenance	\$ 326,815.72	\$ 49,022.36	\$ 375,838.08
Electrical	\$ 2,522,500.00	\$ 378,375.00	\$ 2,900,875.00
Electrical - General/Misc.	\$ 45,000.00	\$ 6,750.00	\$ 51,750.00
Electrical Distribution	\$ 1,397,500.00	\$ 209,625.00	\$ 1,607,125.00
Electrical Gear	\$ 1,080,000.00	\$ 162,000.00	\$ 1,242,000.00
Fire & Life Safety	\$ 4,978,652.50	\$ 746,797.88	\$ 5,725,450.38
Fire Alarm System	\$ 3,126,000.00	\$ 468,900.00	\$ 3,594,900.00
Railing (guard rails, handrails, etc.)	\$ 4,500.00	\$ 675.00	\$ 5,175.00
Ramps	\$ 1,819,260.50	\$ 272,889.08	\$ 2,092,149.58
Renovation	\$ 20,000.00	\$ 3,000.00	\$ 23,000.00
Signage/Way-finding	\$ 8,892.00	\$ 1,333.80	\$ 10,225.80
Mechanical	\$ 26,078,446.80	\$ 3,911,767.02	\$ 29,990,213.82
Cooling Tower	\$ 375,000.00	\$ 56,250.00	\$ 431,250.00
HVAC	\$ 25,703,446.80	\$ 3,855,517.02	\$ 29,558,963.82
Plumbing	\$ 26,617,750.42	\$ 3,992,662.56	\$ 30,610,412.98
Electric Drinking Fountains	\$ 93,954.00	\$ 14,093.10	\$ 108,047.10
Plumbing - Domestic Water	\$ 3,507,701.50	\$ 526,155.23	\$ 4,033,856.73
Plumbing - Fixtures	\$ 25,000.00	\$ 3,750.00	\$ 28,750.00
Plumbing - Sanitary Sewer	\$ 22,991,094.92	\$ 3,448,664.24	\$ 26,439,759.16
TOTALS	\$ 80,444,728.56	\$ 12,066,709.28	\$ 92,511,437.84

EXHIBIT B
Priority 1 and Priority 2
Architect (Project Oversight and Cost Controls)
Scope of Work

A. General

1. Parkhill shall provide an oversight team, with appropriate administrative support during the entirety of the capital program from Ector County ISD (ECISD) Priority 1 and Priority 2 projects. Membership of this team shall be stable, and any proposed personnel changes must be approved in advance by the Owner. Additionally, a project manager will be assigned solely to the project during the term of the Agreement.

B. External Communication

1. Parkhill shall, as directed by the Owner Representative, make presentations to and answer questions from project stakeholders. Stakeholders will include a Bond Advisory Council which will meet at least quarterly.
2. Parkhill will assist with information for an Owner's internal and external communications strategy and protocol. This shall include web site development and cloud-based tools for informing the public on project specific progress/status. ECISD shall approve of the design and information before it is made available to the public.

C. Internal Communication

1. Parkhill shall put in place a system of at least bi-weekly updates and reporting to the Owner Representative. The purpose of this protocol is to keep the Owner Representatives abreast of the Program, particularly involving issues requiring immediate attention.
2. For all design and construction-related meetings, Parkhill will prepare, or cause others to prepare and distribute meeting notes (minutes) and ensure coordination of issues raised during the meetings with responsible project stakeholders. This will include Progress meetings, which Parkhill will chair. Meeting notes (minutes) will be issued to all parties concerned no later than three (3) working days following the date of the meeting.
3. Parkhill shall prepare a monthly Project Report in a single volume to include the following information for each project: Executive Summary Narrative; Executive Summary Cost Report; Master Schedule; Scheduling of Intermittent Moves of Existing Functions; Summary of Equipment Planning and Procurement. The Project Specific Report shall include a Summary Report; Progress Report; and the presentation of post-construction maintenance schedules and procedures. Parkhill shall participate in update meetings with Owner and stakeholder groups as directed by the Owner Representative.

D. Schedule Control

1. Parkhill will create and maintain a Master Schedule and will routinely update key project activities and milestones in that Schedule. These updates shall include all adjustments to be made to the project cost control and resource management systems. Parkhill will analyze and report to the Owner Representative on all schedules submitted by the Owner, the Design Team, the General Contractor (and/or Construction Manager at Risk), and other contractors.
2. Parkhill will provide the Owner Representative with monthly budget, cost, and business reports for the project, forecasting problems and providing recommendations for remedial action.

E. Cost and Change Control

1. Parkhill will establish and maintain a project Cost Control System that will provide for the management, tracking,

and documentation of all project costs. The design of the Cost Control System must be approved by the Owner Representative, and will be changed, if necessary, at the discretion of the Owner Representative. The basis for this system will be a cloud-based database feeding and interactive virtual dashboard that tracks the cost of projects and project components in real time.

2. Parkhill will establish and maintain a project Change Control System that will provide management, tracking, and documentation of all changes to the projects. The design of the Change Control System must be approved by the Owner Representative, and will be changed, if necessary, at the discretion of the Owner Representative.
3. Parkhill will review, analyze, and make recommendations regarding cost, schedule, and quality impacts of all changes in scope submitted for consideration by the Owner or his representative, by the Design Team or by contractors. Parkhill will analyze both the scope and costs of all changes for Owner Representative approval, and report to the Owner Representative on the impact of all changes on project cost, schedule, and quality.

F. Legal Services

1. It is not the Owner's intent that Parkhill provide legal services for the program, but Parkhill shall support Owner interests in his/her interaction with construction contractors and suppliers, design firms, and other third-party contractors.

G. Responsibilities by Project(s) Phase

1. The selected respondent will provide services "from start to finish" for all phases of each project. The following phases have been identified:
 - a. Design Oversight (Including Schematic Design, Design Development, Construction Documents)
 - b. Procurement Oversight
 - c. Construction Oversight (Including Post-Occupancy and Warranty)
2. Responsibilities shall include, but not be limited to, the specific examples cited below.
 - a. Planning and Program Implementation
 - 1) Review any existing Facility Assessment and provide/refine components to address ECISD intent.
 - 2) Assist Owner in refining/defining individual projects including scope, budgets and schedules.
 - 3) Assist Owner in determining project delivery methods.
 - 4) Review program schedules developed to date. Develop and maintain a comprehensive Master Program Schedule to include all organization, design, preconstruction, construction and post occupancy services. This will be a comprehensive schedule reflecting all significant activities required to deliver the project through occupancy and post occupancy.
 - 5) In conjunction with the Owner, develop project review phase procedures and report formats.
 - 6) Working with the A/E's and Owner, develop a system to integrate warranty procedures.
 - 7) Provide an organizational plan and responsibility matrix for the oversight of this program, including the activities of the Owner, and others pertinent to the process of project development. This includes assessment of project phasing, financing considerations, alternative delivery methods, bidding and contracting strategy, etc. to provide for the most efficient approach for delivering the projects.
 - 8) Review project budgets developed to date. Refine and develop a detailed preliminary Master Project Budget for the projects. The Master Project Budget is intended to capture all costs of the project, serve as a reporting tool and enable control of all project costs. This Master Project Budget will become the base project cost model. Actual project cost control will be coordinated with Owner Finance/Business department for the optimum approach, to include cash flow projections. Parkhill will maintain data on approved budget changes, commitments, expenditures to date and remaining budget amounts in a format consistent with Owner requirements.

- b. Design Review
 - 1) Review all drawings and specifications for compliance with applicable Requirements and Construction Standards.
 - 2) Assist the Owner in design reviews, at established submission milestones, of the drawings and specifications in concert with the Owner's team when requested by the Owner.
 - 3) Provide oversight of the design teams, as directed by ECISD, including coordination of interfaces with Owner's personnel. The nature of this oversight is to make certain that budget, schedule, and document coordination and quality are achieved; and that necessary integration with contractor processes occurs in a high-value manner.
 - 4) When design or programmatic changes are made and approved by the Owner, any deviations from the quality specifications contained in the Owner's Technical Specifications and Construction Standards document will be noted.

- c. Contract Procurement
 - 1) If required, assist the Owner in selection of Design Professionals by preparing and transmitting requests for qualifications (RFQ's), assisting in the review and ranking of written proposals, participating in interviews, and making recommendations.
 - 2) In collaboration with the Owner, counsel for the Owner, and the project Architects, advise on procurement strategy and assist with process.
 - 3) Assist with the selection of the General Contractors and/or Job Order Contractor required for project implementations, including but not limited, analysis of proposals, managing the interview process and development of recommendations for selections in accordance with Owner's guidelines.

- d. Construction Management and Oversight.
 - 1) Monitor pay applications, submittals, costs, and receipts and ensure compliance of such with the Contract Documents and Owner's standards; provide updates to the Owner regarding same.
 - 2) Coordinate closely with Inspection activities to ensure that submittals correspond to Owner standards, and that delivered equipment, and materials correspond with submittals and Owner Standards.
 - 3) For each project, coordinate pre-construction kick-off meetings with the Owner Representative, the Architect, the construction contractor, and all other key members of the Project Delivery Team. Establish lines of communication and construction administration procedures such as for the processing of Submittals, Shop Drawings, Requests for Information (RFIs), Change Requests, etc. Prepare a project procedure manual related to handling all project documentation in concert with the Architect's current forms and processes.
 - 4) Provide Change Order Oversight. The contractor will develop a detailed breakdown of estimated cost and time extension request. Parkhill will review and make recommendation to Owner. All change orders must have approval by the Owner's representative prior to execution. All approved change orders shall be logged. Where deemed necessary by the owner, provide lifecycle costing data to support changes.
 - 5) Review all applications for payment submitted, including applications from Architect/Engineers, construction contractors, vendors, etc. and provide recommendations for revisions and/or payment.
 - 6) Ensure that operation manuals are assembled on an ongoing basis during construction to both facilitate training and are compiled into a final manual at completion of the project.
 - 7) Manage and maintain all project documents and files and ensure as-built drawings are being kept current by the contractor.

- 8) As a condition precedent to allowing any Contractor to proceed with any work on any Project, require that the Contractor provide proof of the existence of all worker's compensation and other insurance coverage, statutory performance bonds, and statutory payment bonds required by the Contract for construction, and shall verify that such insurance and bonds are in the amount and form required by the Contract Documents.
- e. Occupancy/Post-Occupancy
- 1) Assist the Architect in performing interim and final inspections and in monitoring all corrective work. Assist the Architect in developing an appropriate punch list of outstanding items to be corrected at the time of substantial completion. Monitor completion of the punch list items by the contractor.
 - 2) Coordinate such items as furniture and equipment (delivery, assembly and installation), systems testing, training sessions, etc. Participate in regular Move-in Team coordination meetings to ensure all deadlines are met.
 - 3) Review Operations and Maintenance manuals for each project to make sure they meet specified requirements.
 - 4) Assist Owner in obtaining Occupancy Permit, including preparation of relevant documents for governmental agencies, as well as facilitating inspections by governmental agencies.
 - 5) Work with Commissioning Services provider.
 - 6) Verify that all warranties have been received and are properly executed by the Owner.
 - 7) Coordinate repair and monitoring of warranty work order requests during eleven-month warranty completion period.
- f. Required Deliverables may include but not limited to:
- 1) Electronic Document Controls program
 - 2) Master Project Schedule (critical path method)
 - 3) Master Project Scopes of Work
 - 4) Master Project Budget
 - 5) Internet Project Status reporting site
 - 6) Monthly and Periodic Executive Status Reports (for Board of Trustees) including budget allocation vs. remaining balance, project timelines, and overall Program progress.
 - 7) Project Team Organization/Responsibility Matrix
 - 8) Communication flow diagram
 - 9) Meeting Agendas
 - 10) Minutes from Project Meetings
 - 11) Action Logs
 - 12) Contracts for Owner/Architect, Owner/Construction Contractor and other contracts and documents
 - 13) Internet Project Status reporting site content (In conjunction with Owner)
 - 14) Construction Close-Out Documents Checklist
 - 15) Contract Close-out Documents Checklist
 - 16) Move-in/Move-out and Relocation Coordination Checklist
 - 17) Post-Occupancy Evaluation/Warranty Tracking
 - 18) Observation Reports
 - 19) Equipment Operations and Maintenance Manuals
 - 20) Complete sets of As-Built drawings for each project
 - 21) Tracking of Agency Approvals

- 22) Cost Verification/Cost Estimating
- 23) Cost Management and Submission Reviews for Compliance

Exhibit C
Standard Architect (of Record) Fee Schedule

Cost of Work (\$s)	New Construction	Additions - Expansions	Renovations
0 - 299,999.99	9.25%	10.50%	11.50%
300,000 - 624,999.99	8.50%	9.75%	10.75%
625,000 - 1,249,999.99	7.75%	9.25%	10.25%
1,250,000 - 2,499,999.99	7.25%	8.75%	9.75%
2,500,000 - 4,999,999.99	6.75%	8.25%	9.25%
5,000,000 - 7,499,999.99	6.50%	7.75%	8.75%
7,500,000 - 14,999,999.99	6.25%	7.50%	8.50%
15,000,000 - 29,999,999.99	6.00%	7.25%	8.25%
30,000,000 - 49,999,999.99	5.88%	7.00%	8.00%
50,000,000 - 99,999,999.99	5.75%	6.88%	7.88%
over 100,000,000	5.63%	6.75%	7.75%

SCHEDULE A

The following descriptions provide the scope and extent that Basic Services will be provided under 4.1.1.

§ 4.1.1.1 Programming

§ 4.1.1.2 Multiple preliminary designs

§ 4.1.1.3 Measured drawings

§ 4.1.1.4 Existing facilities surveys

§ 4.1.1.5 Site evaluation and planning

As part of Basic Services, Architect will evaluate and plan the Owner's proposed site with regard to size, access and circulation for vehicular traffic and franchise utilities.

§ 4.1.1.8 Civil Engineering

As part of Basic Service, Architect to provide on-site development services including parking lots, sidewalks, drainage and vehicle circulation. Additional Services plus reimbursable expenses shall include extension of off-site utilities and/or roads, if any.

§ 4.1.1.9 Landscape Design

Architect to provide planting and irrigation design services as Basic Service.

§ 4.1.1.10 Architectural Interior Design

The Architect will include in its Basic Services, the preparation of two (2) color schemes for the Owner's selection. The schemes will identify basic floor, wall and ceiling colors, finishes and textures; it will not be a detailed selection of all materials. After a selection of the schematic scheme by the Owner, Architect will proceed to develop one in-depth color, finish and texture submittal for the Owner's approval. A maximum of two (2) meetings for development of the final scheme is included in this Agreement. Additional meetings, if required, will be Additional Services and compensated in accordance with Section 11.3. After approval of the color scheme, a digital presentation board will be prepared in PDF format for use by the Owner. As an optional Additional Service plus reimbursable expenses, a product sample presentation board of the approved color scheme can be prepared for use by the Owner.

§ 4.1.1.11 Value Analysis

Architect to provide services indicated in section 3.2.5.1 as pr of Basic Services. Efforts beyond these sections are Additional Services plus reimbursable expenses.

§ 4.1.1.12 Detailed Cost Estimating beyond that requested in Section 6.3

Additional independent, third party professional as Supplemental Service, plus reimbursable expenses.

§ 4.1.1.13 On-site Project Representation

As part of Basic Services, Architect to provide services indicated in Sections 3.6.2.1. Site visits beyond those indicated in section 3.6.2.1 and/or full-time on-site project representation shall be an Additional Service plus reimbursable expenses.

§ 4.1.1.20 Coordination of Owner's Consultants

As part of Basic Services, Architect shall coordinate with Owner's Consultants as indicated in Section 3.1.2.

§ 4.1.1.21 Telecommunications/data design

As part of Basic Services, Architect to coordinate the Owner's provided requirements into the Work. Should Owner require more experience than that possessed by the Architect, then a Telecommunications/Data consultant will be hired as an Additional Service plus reimbursable expenses.

§ 4.1.1.22 Security Evaluation and Planning

As part of Basic Services, Architect to provide input based on experience and coordinate with Owner's needs and requirements to incorporate into the Work. Should Owner require more experience that that possessed by the Architect, then a security consultant will be hired as an Additional Service plus reimbursable expenses.

§ 4.1.1.29 Project Oversight and Cost Controls

As part of Basic Service, the **Project Oversight and Cost Controls Architect** to provide comprehensive project oversight, management and cost controls as described in Exhibit B.

SCHEDULE B
Parkhill
Hourly Rate Schedule
January 1, 2024 through December 31, 2024

Client: Ector County Independent School District

Project: Priority 1 and 2 Projects

Agreement Date: December 17, 2024

Location: Odessa, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$75.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$88.00	Architect	\$186.00	Architect	\$281.00
SUPPORT STAFF III	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$337.00
SUPPORT STAFF IV	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$292.00
SUPPORT STAFF V	\$143.00	Interior Designer	\$166.00	Interior Designer	\$251.00
SUPPORT STAFF VI	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$257.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$211.00	Mechanical Engineer	\$304.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$300.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$239.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$236.00
Interior Designer	\$144.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$356.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$366.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$395.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$271.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$284.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$248.00	Mechanical Engineer	\$390.00
Architect	\$163.00	Structural Engineer	\$253.00	Structural Engineer	\$293.00
Civil Engineer	\$184.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Electrical Engineer	\$190.00	Other Professional	\$193.00	Other Professional	\$293.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$151.00	Architect	\$275.00		
Mechanical Engineer	\$181.00	Civil Engineer	\$319.00		
Structural Engineer	\$179.00	Electrical Engineer	\$317.00		
Survey Tech	\$146.00	Interior Designer	\$218.00		
Other Professional	\$148.00	Landscape Architect	\$236.00		
		Mechanical Engineer	\$302.00		
		Structural Engineer	\$305.00		
		Professional Land Surveyor	\$240.00		
		Other Professional	\$215.00		

Piggyback Midland RFQ 24-26 OCIP ECISD - Gallagher CTPA Supporting Memo

- **Purpose:** The district engaged Midland ISD to piggyback on their solicitation through the CTPA cooperative. This gives the district the ability to reduce the insurance cost on construction projects.
- **Background Info:** OCIP stands for Owner Controlled Insurance Program. It provides Commercial General Liability and Excess Liability coverage for Ector County Independent School District (Owner), General Contractor, and all enrolled subcontractors of any tier while working on this project
- **Cost:** Not to exceed \$2,030,435
- **Funding Source:** 693 - Bond funds
- **Recommended Supplier/Service Provider:**

Arthur J. Gallagher

Board Approval

Date



December 04, 2024

TO: Arthur J. Gallagher Risk Management Services Inc.

FROM: Ector County ISD

SUBJECT: Adoption of an Awarded Contract through the Central Texas Purchasing Alliance ("CTPA")

Ector County ISD ("District"), as a member in good standing of the Central Texas Purchasing Alliance ("CTPA") and in accordance with Section 791.001 of the Texas Government Code, is requesting agreement by Arthur J. Gallagher Risk Management Services Inc. ("Contractor") to adopt the following contract:

Contract #: RFQ # 24-26
Contract Title: Owner-Controlled Insurance Program (OCIP)
Contracting CTPA District: Midland ISD
Initial Contract Start Date: December 02, 2024
Initial Contract End Date: November 30, 2028

By adopting this contract from another CTPA member district, the District has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree by executing this document. The goods and services provided under this contract will be at the same or better contract pricing and purchasing terms established by the originating district. The base terms and conditions of the initial award shall remain as originally awarded.

The District shall be responsible for the management of the adopted contract and all payments to the contracted vendor. The originating district shall have no responsibilities under this agreement.

District Authorization

Jerry Mahana
Authorized Signer
Jerry Mahana
Name
Director of Purchasing
Title
12/13/2024
Date

Contractor Authorization and Acceptance

Eric Ginsburg
Authorized Signer
Eric Ginsburg
Name
Area President
Title
Date

[External] Fwd: Midland ISD Bid Award Notification: RFQ # 24-26 (Owner Controlled Insurance Program (OCIP))

From Charlie Herr <Charlie_Herr@ajg.com>
Date Fri 12/13/2024 10:44 AM
To Jerry Mahana <Jerry.Mahana@ectorcountyisd.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPhone

Begin forwarded message:

From: Midland ISD <midlandisd@customer.ionwave.net>
Date: December 3, 2024 at 8:48:08 AM CST
To: Charlie Herr <charlie_herr@ajg.com>
Subject: Midland ISD Bid Award Notification: RFQ # 24-26 (Owner Controlled Insurance Program (OCIP))

[EXTERNAL]

Dear Supplier,

The following opportunity has been awarded. You were awarded items and can view award information online.

Award Notes:

Dear Vendor,

Accordingly, on December 2, 2024, the school board approved the award of RFP # 24-26 Owner Controlled Insurance Program (OCIP).

This contract(s) will be valid as of December 2, 2024. Please email your contract to contracts@midlandisd.net so we can begin routing it for signatures. The contract comprised of the solicitation, your offer, and the Purchase Order(s) constitutes a final and complete repository of the agreements. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the

subject matter of this contract. Modifications to this contract shall not be binding unless made in writing and signed by an authorized representative of each party.

The Contract Administrator for this Contract is Cortney Smith. Mr. Smith can be reached via email at cortney.smith@midlandisd.net. The Contract Administrator will assist you with any questions you may have and will ensure that the terms of the contract are met. MISD looks forward to working with you on this contract.

Albert Valencia
Purchasing Director
Midland Independent School District

Bid Opportunity Information

Bid Number: RFQ # 24-26
Bid Title: Owner Controlled Insurance Program (OCIP)
Issue Date: 8/21/2024 08:00:01 AM (CT)
Close Date: 9/30/2024 02:00:00 PM (CT)
Question Cut Off Date: 8/27/2024 05:00:00 PM (CT)

Bid Notes

Bid Contact Information

Purchasing Department
615 W. Missouri Ave
Midland, TX 79701 USA
(432) 240-1960
contracts@midlandisd.net

[Click Here to View Opportunity.](#)

Questions about this system can be directed to:
Midland ISD

[Unsubscribe](#)

BIDAWARDNOTIFY - 12/3/2024 08:48 AM (CT)



RFQ 24-16 Gallagher Construction Program Management Services

- **Purpose:** To add Gallagher Construction to the pool of vendors to perform oversight responsibilities for Priority 1 and Priority 2 related Roofing projects already approved under RFQ 24-10.
- **Background Info:** Priority 1 and 2 identified in the 2023 Bond Proposition A has several Roofing projects that will require oversight during installation. Currently, the Board of Trustees has previously approved a pool of vendors and funding to this project under RFQ 24-10 that are bond related to Roofing, no new funds will be needed. The addition of Gallagher Construction will allow ECISD to have supplemental services with a previously approved qualified vendor that can support the district in the completion of the Priority 1 and 2 related projects.
- **Cost:** \$617,384.19
- **Funding Source:** 693 Bond Funds
- **Recommended Service Provider:** Gallagher Construction

Board Approval

Date

OUR students...THE future



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF PURCHASES
OVER \$50,000**

DATE: December 17, 2024

As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

Administrative Recommendation:
Approval of Purchases over \$50,000

ECISD

Request for purchases over \$50,000

December 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1R	Arthur J. Gallagher	\$ 3,736,841	General Funds 199	Exalander Magallan District Operations	Piggyback Amarillo ISD RFP 3691-24.11	Insurance	Property and Casualty Insurance 12-Month Premium Renewal.	Calendar 2025
2R	Nationwide Insurance Company	\$ 1,365,000	Medical Trust Fund 772	Yolanda Gordon, Benefits & Risk Management	Interlocal Agreement with Universal Benefits Consortium (UBC)	Insurance	Renew premium for Medical Specific & Aggregate Insurance (Stop Loss) for ECISD self-funded medical coverage.	Calendar 2025
3R	Brazos Door and Hardware Co Buck's Wheel & Equipment Co Capital Filtrations Inc Control Technologies Inc EAI Education Empire Paper Co Flip Lok LLC Goolsbee Tire Service Inc Hurt Exterminating Hydrotex Junior Library Guild Justin Seed Company Lawnmower Sales and Service Inc O'Reilly Auto Parts Pepper of Dallas Fort Worth Pollock Investments(DBA Pollock Paper Dist) School Specialty LLC Temperature Control Systems LLC Texas Alternator Starter Service Tourbillon Enterprises LLC Unipak Corp United Refrigeration Wagner Supply Company	\$ 800,000	General Funds 199	Exalander Magallan District Operations	ECISD Awarded RFP 24-39	Maintenance, Transportation Supplies and Equipment	Maintenance, Transportation Supplies and Equipment to purchase replacement parts and equipment for operation of the Maintenance Department.	FY 2024/2025 224



RFP #3691-24.11– Property and Casualty Insurance 12-Month Premium Renewal

- Purpose: Renew premium for property and equipment breakdown insurances for ECISD.
- Background Info: As we close the 2024 year, ECISD, along with all other districts, are still experiencing challenges with the commercial property market. With that said, the industry is trending towards “stability” in the property insurance sector. Rate and deductible pressures over the last 5-7 years have pushed insurance company combined ratios back to profitable. Large increases to reinsurance treaty renewals in 2023 flatlined in 2024, with the trend expected to continue into 2025. Despite the continuous rise in non-modeled weather events & natural catastrophes, which are expected to contribute to over \$125B in annual, US, insurable losses, the industry as a whole in 2024 appears more than capitalized to be able to “weather the storm”.

The above is contributing to a better than market renewal for ECISD. While renewal rates for TX school districts trended towards “flat” for the latter half of 2024, ECISD was able to realize a 8.8% year-over-year rate reduction for this renewal cycle.

Arthur J. Gallagher, the nation’s leading broker for public entity pools and purchasing groups, continues to recommend the interlocal agreement with another client of Gallagher’s, Amarillo ISD, as the most cost-effective solution for ECISD’s needs. The reason Amarillo ISD remains a good fit is because of the size of their property portfolio relative to their loss history (2014 and 2017 hail losses), and the spread of risk from a geographical footprint. After continued conversations with both districts, Gallagher successfully marketed the district’s property insurance and ECISD remains part of Amarillo ISD policy/interlocal.

Arthur J. Gallagher continue to work on our behalf to bring us the best possible pricing without sacrificing coverage and minimizing changes to our policy. Arthur J Gallagher approached 50 domestic insurers and all viable Lloyds of London and Bermuda syndicates on the districts behalf for the 2024-2025 renewal resulting in over 70 insurers/syndicates that either offered terms or had the opportunity to compete for the districts renewal. As a result of Gallagher’s good work, 35 of the largest companies/syndicates are contributing capacity toward the 2024 insurance renewal.

When renewal forecasts began back in the late summer ECISD was expected to realize a renewal for its property insurance around \$4 million, roughly flat compared to prior year. We will experience a decrease of approximately \$240,000.00, bringing the renewal price to \$3,754,410 for the property insurance, with another \$424,296 owed for the equipment breakdown renewal policy. The district’s 8.8% rate reduction will drop the blended rate from .41/\$100 of Value to .3740/\$100 of Value. Other districts in our area and our size are between .26/\$100 and .50/\$100 in values placing ECISD at mid-point. *The largest two districts within 90 miles of ECID are currently paying a rate above .43/\$100.* Amarillo ISD

at .25/\$100 in values is a function of insurers weather modeling and results in the northern panhandle compared to the Permian Basin.

- Premium Renewal Cost: 3,736,840.78
- Funding Source: Local Funds 199
- Recommended Service Provider: Arthur J. Gallagher

Board Approval

Date

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Yolanda Gordon
Director of Benefits & Risk Management
802 N. Sam Houston
Odessa, TX 79761
Office: 432-456-9789



Medical Specific & Aggregate Insurance 12-Month Premium Renewal

- **Purpose:** Annual purchase of Medical Specific & Aggregate Insurance (Stop Loss) for ECISD self-funded medical coverage.
- **Background Info:** ECISD Benefits & Risk management was expected to realize a renewal for its Medical Specific & Aggregate Insurance (Stop Loss). An increase was predicted due to the District's claims experience throughout 2021, 2022, 2023, & 2024. Via the District's Interlocal Agreement with Universal Benefits Consortium (UBC), and at the request of the District, UBC assisted with the preparation of the renewal for the District Stop Loss. Universal Benefits Consortium requested quotes from multiple carriers. Due to the district's high claims experiences throughout the last four years, all but two of the carriers did not issue a quote for reasons of uncompetitive. The quote issued by the current Stop Loss carrier is a 2.5% decrease in premiums, or approximate decrease of \$32,000 annually. The proposal from the current carrier did not include protection for the 2026 renewal. The lack of protection means that there is no cap on the rate increase in future years. It also allows the carrier, at their discretion, to carve out individuals and charge a higher specific deductible amount. The lack of protection could increase the District's liability. The second proposal from Nationwide is a 29.6% decrease, or a decrease of \$299,000 annually. The Nationwide proposal prohibits the carrier from carving out other individuals in future years. The Stop-loss Insurance quote recommended will protect our self-funded medical coverage from the financial risk of catastrophic or unpredictable claims. This allows the ECISD Medical Plan a way to control costs without impacting coverage.
- **Premium Renewal Cost:** \$1,365,000
- **Funding Source:** 772 - Medical Plan Fund
- **Recommended Service Provider:** Nationwide Insurance Company

Board Approval

Date

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Kent Clark

Facilities Warehouse Supervisor
(432) 456-9559
2225 W 8th
kent.clark@ectorcountysd.org



RFP # 24-39 Maintenance, Transportation Supplies and Equipment

- **Purpose:** The Facilities Department is seeking funding for Maintenance, Transportation Supplies and Equipment for the 24-25 School Year.
- **Background Info:** The ECISD Facilities Department is seeking Maintenance, Transportation Supplies and Equipment to purchase replacement parts and equipment for operation of the Maintenance Department. This was a request for a proposal to establish a pool of vendors and competitive pricing for Supplies and Equipment for ECISD.
- **Estimated Cost:** \$800,000.00
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:** Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following Vendors:

Brazos Door and Hardware Co	Buck’s Wheel & Equipment Co	Capital Filtrations Inc	Control Technologies Inc
EAI Education	Empire Paper Co	Flip Lok LLC	Goolsbee Tire Service Inc
Hurt Exterminating	Hydrotex	Junior Library Guild	Justin Seed Company
Lawnmower Sales and Service Inc	O’Reilly Auto Parts	Pepper of Dallas Fort Worth	Pollock Investments (DBA Pollock Paper Dist)
School Specialty LLC	Temperature Control Systems LLC	Texas Alternator Starter Service	Tourbillon Enterprises LLC
Unipak Corp	United Refrigeration	Wagner Supply Company	

- Service Providers will be used on an as needed basis to the district to provide parts and equipment to maintain and repair the District Facilities for students and staff. This award will not be a guarantee of purchase for any goods.

Board Approval

Date

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS**

RFP 24-39 for Percent Discount off Supplies Equipmen

SCORE SHEET

Closed: August 14, 2024 1:00PM

Consolidated

Criteria	Suppliers							
	Brazos Door and Hardware Co	Buck's Wheel & Equipment Co	Capital Filtrations Inc	Control Technologies, Inc	EAI Education	Empire Paper Company	Flip Lok LLC	Goalsbee Tire Service Inc
Evaluator 1	100	100	100	100	100	95	95	95
Evaluator 2	93	96	80	100	85	73	61	61
Evaluator 3	60	70	55	100	65	59	55	53
Evaluator 4	66	67	51	100	52	52	63	52
Evaluator 5	60	70	60	100	70	60	50	50
Evaluator 6	95	96	81	100	86	73	63	63
Total	474	499	427	600	458	412	387	374
Average	79	83	71	100	76	69	65	62

Criteria	Hurt Exterminating	Hydrotex	Junior Library Guild	Justin Seed Company	Lawnmower Sales And Service, Inc	O'Reilly Auto Parts	Pepper of DallasFort Worth	Pollock Investments DBA Pollock Paper Dist
	Evaluator 1	95	100	95	100	100	100	95	95
Evaluator 2	95	82	62	67	70	98	61	86
Evaluator 3	60	60	55	55	60	90	55	120
Evaluator 4	67	51	68	41	51	100	41	68
Evaluator 5	70	60	50	50	60	100	50	80
Evaluator 6	97	80	62	68	70	98	61	86
Total	484	433	392	381	411	586	363	535
Average	81	72	65	64	69	98	61	89

Criteria	School Specialty LLC	Temperature Control Systems, LLC	Texas Alternator Starter Service	Tourbillon Enterprises LLC	Unipak Corp	United Refrigeration - PAPER	WAGNER SUPPLY COMPANY
	Evaluator 1	95	95	100	100	95	100	100
Evaluator 2	99	60	100	82	81	100	91
Evaluator 3	80	55	80	65	65	100	90
Evaluator 4	78	46	89	73	85	100	73
Evaluator 5	90	50	80	70	70	100	90
Evaluator 6	90	62	100	83	84	100	92
Total	532	368	549	473	480	600	536
Average	89	61	92	79	80	100	89

Kent Clark

Facilities Warehouse Supervisor
(432) 456-9559
2225 W 8th
kent.clark@ectorcountysisd.org



RFP #25-13 Maintenance, Transportation Supplies and Equipment

- **Purpose:** The Facilities Department is seeking funding for Maintenance, Transportation Supplies and Equipment for the 24-25 School Year.
- **Background Info:** The ECISD Facilities Department is seeking Maintenance, Transportation Supplies and Equipment to purchase replacement parts and equipment for operation of the Maintenance Department. This was a request for a proposal to establish a pool of vendors and competitive pricing for Supplies and Equipment for ECISD.
- **Estimated Cost:** \$800,000.00
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:** Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following Vendors:

Air Flow Filter (Hayes Filtration S Odessa)	Anchor Bolt & Supply	Anco Golf Cars	Anderson Tile Sales
Brakes & Wheels Inc	Copperhead Electric Services LLC	Industrial Communications	J&J Steel
Johnstone Supply (Custom Wholesale)	Jones Enterprises	KS Supplies Inc	Odessa Nut & Bolt
Odessa Winlectric	Permian Glass (Jimmy Do Gaylor)	Sewell Ford Inc	Sim’s Plastics
Standard Structures Inc	West Texas Fire & Industrial Supply	Williams Paving	Y’all Haul Trailers

- Service Providers will be used on an as needed basis to the district to provide parts and equipment to maintain and repair the District Facilities for students and staff. This award will not be a guarantee of purchase for any goods.

Board Approval

Date

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS**

25-13 Additional Percentage Discount off Maintenance, Transportation, Miscellaneous Supplies, and Equipment
SCORE SHEET

Closed: December 04, 2024 1:00PM

Consolidated

Criteria	Suppliers						
	Aire Flo Filter	Anchor Bolt & Supply	Anco Golf Cars	Anderson Tile Sales	Brakes & Wheels	Brazos Forest Products	Copperhead Electric Services LLC
Evaluator 1	98	71	73	73	98	NS	97
Evaluator 2	90	90	90	95	95	NS	95
Evaluator 3	80	60	60	60	60	NS	55
Evaluator 4	100	80	90	100	35	NS	95
Evaluator 5	100	95	95	100	100	NS	95
Evaluator 6	100	95	95	100	100	NS	100
Evaluator 7	70	60	60	60	60	NS	55
Total	638	551	563	588	548	NS	592
Average	91	79	80	84	78	NS	85

Criteria	Suppliers						
	Industrial Communications	J & J Steel	Johnstone Supply	Jones Enterprises	KS SUPPLIES, INC	NAPA AUTO PARTS	Odessa Nut & Bolt
Evaluator 1	69	88	94	63	67	NS	58
Evaluator 2	90	95	100	90	90	NS	95
Evaluator 3	60	65	95	60	60	NS	50
Evaluator 4	100	100	100	100	85	NS	95
Evaluator 5	100	100	100	100	90	NS	95
Evaluator 6	100	100	100	100	95	NS	100
Evaluator 7	70	70	100	65	55	NS	65
Total	589	618	689	578	542	NS	558
Average	84	88	98	83	77	NS	80

Criteria	Suppliers							
	Odessa Winlectric	Permian Glass	Sewell Ford	Sims Plastic	Standard Structures Inc	West Texas Fire & Industrial Supply	Williams Paving	Y'all Haul Trailers
Evaluator 1	90	85	80	100	75	87	60	60
Evaluator 2	95	95	95	100	90	90	90	95
Evaluator 3	75	60	60	100	60	70	60	60
Evaluator 4	100	100	100	100	100	95	100	100
Evaluator 5	100	100	100	100	100	95	95	100
Evaluator 6	100	100	100	100	95	100	95	100
Evaluator 7	80	70	70	100	60	85	60	60
Total	640	610	605	700	580	622	560	575
Average	91	87	86	100	83	89	80	82

Dr. Jieun Pando

Ector County ISD Director of School Nutrition
(432) 456-9741
1120 W 10th St Odessa, TX
Odessa, TX 79763
Jieun.Pando@ectorcountyisd.org



IFB #25-11SN – Additional Food Items

- **Purpose:** The School Nutrition Department is seeking to purchase additional food items to continue the current menus and add new items preferred by students.
- **Background Info:** The School Nutrition Department continues to seek and procure the best-priced food items.
- **Estimated Cost:** \$629,038.00
- **Funding Source:** 240 - Federal Funds
- **Recommended Supplier/Service Provider:**
 - Braun Beef Company
 - Tyson Prepared Foods, Inc
 - Goodman Food Products dba Don Lee Farms
 - Sysco West Texas
 - Gold Creek Foods
 - Master’s Distribution

Board Approval

Date



1

Please use "Add Alternate" for alternate items. Do not use "Add Notes" tab, as this may lead to disqualification.

CORN DOG									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	# of Servings P/Case	Serving Price
[ALT1] Tyson Prepared Foods, Inc.	750	Cases	\$37.11	\$27,832.50	Tyson Whole Grain Battered Chicken Corn Dogs, 4 oz	Tyson	10363650928	48	\$ 0.773
Braun Beef Company	750	Cases	\$44.16	\$33,120.00	Minimum order is 264 cases	FOSTER FARMS	95150	72	\$ 0.613
Master's Distribution	750	Cases	\$44.34	\$33,255.00	5000#; 278cs 18lbs/cs; THi 9x8 72cs365 days	FOSTER FARMS	95150	72	\$ 0.616
Sysco West Texas	750	Cases	\$44.59	\$33,442.50		FOSTER FARMS	95150	72	\$ 0.619
Ben E. Keith Company	750	Cases	\$47.60	\$35,700.00		FOSTER FARMS	95150	72	\$ 0.661
[ALT1] GOODMAN FOOD PRODUCTS dba DON LEE FARMS	750	Cases	\$59.04	\$44,280.00	WHOLE GRAIN, JUMBO CHICKEN CORN DOG, 2M/MA & 2G, 72/4.00 oz. SERVINGS	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	CN34072WG	72	\$ 0.820
Nardone Bros. Baking Company, Inc.	750	Cases	No Bid			FOSTER FARMS	95150		
Integrated Food Service	750	Cases	No Bid			FOSTER FARMS	95150		
Rich Chicks, LLC	750	Cases	No Bid			FOSTER FARMS	95150		
Chef's Corner Foods (omnibus trading corporation)	750	Cases	No Bid			FOSTER FARMS	95150		
Asian Food Solutions (Chinese Food Solutions, Inc.)	750	Cases	No Bid			FOSTER FARMS	95150		
Gold Creek Foods	750	Cases	No Bid			FOSTER FARMS	95150		

2

CORN DOG										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Tyson Prepared Foods, Inc.	40	5	5	5	5	5	5	10	80	
Braun Beef Company	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	
Ben E. Keith Company	45	5	5	5	5	5	5	10	85	
[ALT1] GOODMAN FOOD PRODUCTS dba DON LEE FARMS	35	5	5	5	5	5	5	10	75	

3

BREADED BEEF FINGER									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	# of Servings P/Case	Serving Price
Tyson Prepared Foods, Inc.	600	Cases	\$108.27	\$64,962.00		TYSON	10000068012	123	\$ 0.88
Sysco West Texas	600	Cases	\$110.52	\$66,312.00		TYSON	10000068012	123	\$ 0.90
Ben E. Keith Company	600	Cases	\$120.30	\$72,180.00		TYSON	10000068012	123	\$ 0.98
[ALT1] GOODMAN FOOD PRODUCTS dba DON LEE FARMS	600	Cases	\$130.85	\$78,510.00	WHOLE GRAIN BREADED BEEF FINGERS, 2M/MA & 1 G, 536/0.90 oz. (134/3.60 oz. SERVINGS)	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	CN63103	134	\$ 0.98
Nardone Bros. Baking Company, Inc.	600	Cases	No Bid			TYSON	10000068012		
Gold Creek Foods	600	Cases	No Bid			TYSON	10000068012		
Chef's Corner Foods (omnibus trading corporation)	600	Cases	No Bid			TYSON	10000068012		
Braun Beef Company	600	Cases	No Bid			TYSON	10000068012		
Asian Food Solutions (Chinese Food Solutions, Inc.)	600	Cases	No Bid			TYSON	10000068012		
Integrated Food Service	600	Cases	No Bid			TYSON	10000068012		
Rich Chicks, LLC	600	Cases	No Bid			TYSON	10000068012		

BREADED BEEF FINGER										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Tyson Prepared Foods, Inc.	60	5	5	5	5	5	5	10	100	
Sysco West Texas	55	5	5	5	5	5	5	10	95	
Ben E. Keith Company	50	5	5	5	5	5	5	10	90	
[ALT1] GOODMAN FOOD PRODUCTS dba DON LEE FARMS	45	5	5	5	5	5	5	10	85	

HAMBURGER PATTY									
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	# of Servings P/Case	Serving Price
[ALT2] Integrated Food Service	500	Case	\$114.00	\$57,000.00	Triple B 100% Beef Burger - Bulk, 3.00 oz patty provides 2.75 M/MA, Pack Size: 90 ct/3.00 oz	Integrated Food Service	N32300B-NF	90	\$ 1.27
[ALT1] Tyson Prepared Foods, Inc.	500	Case	\$126.12	\$63,060.00	AdvancePierre Fully Cooked Gluten Free Flame Grilled Beef Steak Burger, 2 oz	AdvancePierre	10000068050	170	\$ 0.74
[ALT1] Integrated Food Service	500	Case	\$134.00	\$67,000.00	Triple B 100% Beef Burger - Bulk, 2.25 oz patty provides 2.00 M/MA, Pack Size: 140 ct/2.25 oz	Integrated Food Service	N32225B	140	\$ 0.96
[ALT1] Ben E. Keith Company	500	Case	\$140.13	\$70,065.00	Beef Steak Burger Cooked CN	Tyson	10000068050	170	\$ 0.82

4	[ALT3] Integrated Food Service	500	Case	\$146.00	\$73,000.00	Triple B 100% Beef Burger - Bulk. 4.00 oz patty provides 3.75 M/M. Pack Size: 90 ct/4.00 oz	Integrated Food Service	N32400B	146	\$ 1.00
	[ALT1] Bram Beef Company	500	Case	\$150.43	\$75,215.00	2.25 oz Signature Beef Patty	JTM	CP5682 Minimum order is 210 cases	216	\$ 0.70
	[ALT1] Sysco West Texas	510	Case	\$148.17	\$75,566.70	2377012ALT 6 / 5 LBJTMBEEF PATTY RED SOD FULLY CKDCP5683LEAD TIME = 30 DAYS / 210 CASE MINIMUM / 216 SERVINGS	JTM	CP5683	216	\$ 0.69
	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	500	Case	\$158.72	\$79,360.00	5,000 lbs. COMBINED MINIMUM FOR DELIVERY.	DON LEE	CN092253	220	\$ 0.72
	Nardone Bros. Baking Company, Inc.	500	Case	No Bid			DON LEE	CN092253		
	Gold Creek Foods	500	Case	No Bid			DON LEE	CN092253		
	Chef's Corner Foods (ombibus trading corporation)	500	Case	No Bid			DON LEE	CN092253		
	Asian Food Solutions (Chinese Food Solutions, Inc.)	500	Case	No Bid			DON LEE	CN092253		
Rich Chicks, LLC	500	Case	No Bid			DON LEE	CN092253			

4 HAMBURGER PATTY										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT2] Integrated Food Service	25	5	5	5	5	5	5	10	65	
[ALT1] Tyson Prepared Foods, Inc.	45	5	5	5	5	5	5	10	85	
[ALT1] Integrated Food Service	35	5	5	5	5	5	5	10	75	
[ALT1] Ben E. Keith Company	40	5	5	5	5	5	5	10	80	
[ALT3] Integrated Food Service	30	5	5	5	5	5	5	10	70	
[ALT1] Bram Beef Company	55	5	0	0	5	5	5	8	83	APPEACE AND TASTE NOT PREFERRED-SOY PRODUCT
[ALT1] Sysco West Texas	60	5	0	0	5	5	5	8	88	DIDNT SUBMIT NUTRITIONAL LABEL
GOODMAN FOOD PRODUCTS dba DON LEE FARMS	50	5	5	5	5	5	5	10	90	

5 MANDARIN ORANGE CHICKEN										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	# of Servings P/Case	Servicing Price	
[ALT1] Ben E. Keith Company	600	Case	\$40.61	\$24,366.00	Perfect Answers NAE Tempura Portioned Breast Chunks, FC, Fritter, Frozen	Brakebush	5990	57	0.71245614	
[ALT1] Gold Creek Foods	600	Case	\$136.49	\$81,894.00	WG Dark Meat Large Popcorn with Human Orange Sauce. 113 - 4.5oz servings. 32# chicken + 12# sauce = 44# case. \$1,208 cost per serving. 49cs per pallet. shelf life - 365 days.	Gold Creek	Gold Creek	113	1.207876106	
[ALT1] Asian Food Solutions (Chinese Food Solutions, Inc.)	600	Case	\$149.15	\$89,490.00	Tangerine Chicken WG (72001) - 2 M/M & 0.5G - 176 Servings per Case - Whole Grain Breaded Chicken Chunks in a Tangerine Sauce - 6/5lbs Battered Chicken; 6/2.15lbs Sauce	International Food Solutions, Inc.	72001	176	0.847443182	
[ALT1] Chef's Corner Foods (ombibus trading corporation)	600	Case	\$150.00	\$90,000.00	Fully cooked; CN label required; whole grain breaded chicken chunks breaded; Mandarin Orange flavored sauce; One serving must provide at least 2 oz eq M/M; Estimated case counts based on 171 servings/case	CHEF'S CORNER FOODS	0111	171	0.877192982	
Sysco West Texas	600	Case	\$172.36	\$103,416.00	LEAD TIME = 30 DAYS / 6 PALLET /210 CASE MINIMUM	YANGS 5TH TASTE	15552-4	192	0.897708333	
Bram Beef Company	600	Case	No Bid			YANGS 5TH TASTE	15552-4			
Integrated Food Service	600	Case	No Bid			YANGS 5TH TASTE	15552-4			
Rich Chicks, LLC	600	Case	No Bid			YANGS 5TH TASTE	15552-4			
GOODMAN FOOD PRODUCTS dba DON LEE FARMS	600	Case	No Bid			YANGS 5TH TASTE	15552-4			
Nardone Bros. Baking Company, Inc.	600	Case	No Bid			YANGS 5TH TASTE	15552-4			

5 MANDARIN ORANGE CHICKEN										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Ben E. Keith Company	0	0	0	0	0	0	0	0	0	NO SAUCE-DISQUALIFIED (DOESN'T MEET THE REQUIREMENTS)
[ALT1] Gold Creek Foods	45	5	5	5	5	5	5	10	85	
[ALT1] Asian Food Solutions (Chinese Food Solutions, Inc.)	60	5	0	0	5	5	5	8	88	TASTE & FLAVOR-NOT PREFERRED
[ALT1] Chef's Corner Foods (ombibus trading corporation)	55	5	0	0	5	5	5	8	83	TASTE & FLAVOR-NOT PREFERRED
Sysco West Texas	50	5	5	5	5	5	5	10	90	

6 SWEET & SOUR CHICKEN										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	# of Servings P/Case	Servicing Price	
[ALT1] Chef's Corner Foods (ombibus trading corporation)	600	Case	\$150.00	\$90,000.00	Fully cooked; CN label required; whole grain breaded chicken chunks; Sweet and Sour flavored sauce; One serving must provide at least 2 oz eq M/M; Estimated case counts based on 171 servings/case	CHEF'S CORNER FOODS	0116	171	0.877192982	
[ALT1] Asian Food Solutions (Chinese Food Solutions, Inc.)	600	Case	\$160.59	\$96,354.00	Japanese Cherry Blossom Chicken WG (72005) - 2 M/M & 0.5G - 176 Servings per Case - Whole Grain Breaded Chicken Chunks in a Japanese Cherry Blossom Sauce - 6/5lbs Battered Chicken; 6/2.15lbs Sauce	International Food Solutions, Inc.	72005	176	0.912443182	

Sysco West Texas	600	Case	\$172.36	\$103,416.00	LEAD TIME = 30 DAYS / 6 PALLET /210 CASE MINIMUM	YANGS 5TH TASTE	15551-7	192	0.897708333
Braun Beef Company	600	Case	No Bid			YANGS 5TH TASTE	15551-7		
Integrated Food Service	600	Case	No Bid			YANGS 5TH TASTE	15551-7		
Rich Chicks, LLC	600	Case	No Bid			YANGS 5TH TASTE	15551-7		
GOODMAN FOOD PRODUCTS dba DON LEE FARMS	600	Case	No Bid			YANGS 5TH TASTE	15551-7		
Ben E. Keith Company	600	Case	No Bid			YANGS 5TH TASTE	15551-7		
Nardone Bros. Baking Company, Inc.	600	Case	No Bid			YANGS 5TH TASTE	15551-7		
Gold Creek Foods	600	Case	No Bid			YANGS 5TH TASTE	15551-7		

6 SWEET & SOUR CHICKEN										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Chef's Corner Foods (ombibus trading corporation)	0	0	0	0	0	0	0	0	0	NO SAMPLE
[ALT1] Asian Food Solutions (Chinese Food Solutions, Inc.)	55	5	5	5	5	5	5	5	90	
Sysco West Texas	60	5	5	5	5	5	5	5	95	

CHICKEN PATTY FOR CHICKEN PARM										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	# of Servings P/Case	Serving Price	
[ALT1] Braun Beef Company	350	Cases	\$22.32	\$7,812.00	Breast Patties, CN Whole Grain Breaded 3.45 oz fully cooked	KOCH Foods	85609 Minimum Order 500 cases assorted Koch Food Items	48	0.465	
[ALT1] Master's Distribution	350	Cases	\$23.13	\$8,095.50	CHICKEN PATTY FOR CHICKEN PARM	Koch - 5000# Koch combined; 441cs 11.35lbs/cs (THi 13x11 143cs) 365 days	85609	48	0.481875	
[ALT1] Rich Chicks, LLC	350	Cases	\$80.71	\$28,248.50	Fully cooked; whole grain breaded chicken filets; CN label required; one portion must provide 2 oz. equivalent M/MA and 1 oz. equivalent Gains; Credible grain content must be at least 50% whole grain (ORDER MIN 280 CS, 5600 LBS, MUST ORDER IN FULL PALLET QTY. THi 10X7 = 70 CS/PALLET)	RICH CHICKS	54486	70	1.153	
[ALT1] Gold Creek Foods	350	Cases	\$95.04	\$33,264.00	WG Whole Muscle Breast Filets. 128 - 4oz servings per 32# case. \$0.743 cost per serving. 49cs per pallet. shelf life - 365 days.	Gold Creek	Gold Creek	128	0.7425	
Tyson Prepared Foods, Inc.	350	Cases	\$107.45	\$37,607.50		TYSON	10703020928	132	0.814015152	
Sysco West Texas	350	Cases	\$109.70	\$38,395.00		TYSON	10703020928	132	0.831060606	
Ben E. Keith Company	350	Cases	\$119.39	\$41,786.50		TYSON	10703020928	132	0.904469697	
Nardone Bros. Baking Company, Inc.	350	Cases	No Bid			TYSON	10703020928			
Integrated Food Service	350	Cases	No Bid			TYSON	10703020928			
Asian Food Solutions (Chinese Food Solutions, Inc.)	350	Cases	No Bid			TYSON	10703020928			
GOODMAN FOOD PRODUCTS dba DON LEE FARMS	350	Cases	No Bid			TYSON	10703020928			

7 CHICKEN PATTY FOR CHICKEN PARM										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Braun Beef Company	0	0	0	0	0	0	0	0	0	
[ALT1] Master's Distribution	0	0	0	0	0	0	0	0	0	NO SAMPLE
[ALT1] Rich Chicks, LLC	40	5	5	5	5	5	5	10	80	NO SAMPLE
[ALT1] Gold Creek Foods	60	5	5	5	5	5	5	10	100	
Tyson Prepared Foods, Inc.	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	
Ben E. Keith Company	45	5	5	5	5	5	5	10	85	

BREADED CHICKEN POPPERS/NUGGETS										
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	# of Servings P/Case	Serving Price	
[ALT1] Braun Beef Company	850	Cases	\$22.30	\$18,955.00	Breast Patties, CN Nugget Shaped Whole Grain Breaded Fully Cooked; Pack size is 2/5.175 lb	Koch Goods	#85606 Minimum Order 500 cases assorted Koch Food Items	60	0.371666667	
[ALT2] Master's Distribution	850	Cases	\$23.13	\$19,660.50	BREADED CHICKEN POPPERS/NUGGETS	Koch Breaded Chicken Nuggets - 5000# Koch combined; 441cs 11.35lbs/cs (THi 13x11 143cs) 365 days	85606	60	0.3855	
[ALT1] Master's Distribution	850	Cases	\$33.40	\$28,390.00	BREADED CHICKEN POPPERS/NUGGETS	Koch Breaded Popcorn Chicken - 5000# Koch combined; 456cs 10.96lbs/cs (THi 13x11 143cs) 365 days	86318	54	0.618518519	
Tyson Prepared Foods, Inc.	850	Cases	\$74.20	\$63,070.00		TYSON	10703680928	156	0.475641026	
[ALT1] Rich Chicks, LLC	850	Cases	\$74.32	\$63,172.00	Fully cooked; whole grain breaded chicken pieces; CN label required; One serving must provide at least 2 oz. equivalent MMA and 1 oz. equivalent Gains; Credible grain content must be at least 50% whole grain (ORDER MIN 280 CS, 5600 LBS, MUST ORDER IN FULL PALLET QTY. THi 10X7 = 70 CS/PALLET)	RICH CHICKS	54409	107	0.694579439	
Sysco West Texas	850	Cases	\$76.20	\$64,770.00		TYSON	10703680928	156	0.488461538	
[ALT1] Gold Creek Foods	850	Cases	\$79.36	\$67,456.00	CN WG Popcorn Chicken. 170 - 3oz servings per 32# case. 12-0.25oz = 3oz. \$0.467 cost per serving. 49cs per pallet. shelf life - 365 days.	Gold Creek	Gold Creek	170	0.466823529	

	Ben E. Keith Company	850	Cases	\$82.44	\$70,074.00					TYSON	10703680928	156	0.528461538
	[ALT2] Gold Creek Foods	850	Cases	\$95.04	\$80,784.00	CN WG Large Popcorn Chicken. 1.13 - 4.5oz servings per 32# case. 10-0.45oz = 4.5oz. \$0.841 cost per serving. 49cs per pallet. shelf life - 365 days.				Gold Creek	Gold Creek	113	0.841061947
	Nardone Bros. Baking Company, Inc.	850	Cases	No Bid						TYSON	10703680928		
	Integrated Food Service	850	Cases	No Bid						TYSON	10703680928		
	Asian Food Solutions (Chinese Food Solutions, Inc.)	850	Cases	No Bid						TYSON	10703680928		
	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	850	Cases	No Bid						TYSON	10703680928		

8	BREADED CHICKEN POPPERS/NUGGETS										Additional Information	
	Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total		
	[ALT1] Braun Beef Company	0	0	0	0	0	0	0	0	0	No Sample	
	[ALT2] Master's Distribution	0	0	0	0	0	0	0	0	0	No Sample	
	[ALT1] Master's Distribution	40	5	5	5	5	5	5	10	80		
	Tyson Prepared Foods, Inc.	60	5	5	5	5	5	5	10	100		
	[ALT1] Rich Chicks, LLC	35	5	5	5	5	5	5	10	75		
	Sysco West Texas	55	5	5	5	5	5	5	10	95		
	[ALT1] Gold Creek Foods	50	5	5	5	5	5	5	10	90	TASTE & FLAVOR-NOT PREFERRED	
	Ben E. Keith Company	45	5	5	5	5	5	5	10	85		
	[ALT2] Gold Creek Foods	30	5	5	5	5	5	5	10	70		

9	GARLIC PIZZA												
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description		Manufacturer	Manufacturer #	# of Servings P/Case	Serving Price		
	Master's Distribution	600	Cases	\$63.62	\$38,172.00	7000# full phs/even layers; 350cs, 20lbs/cs; TIH; 9x6 54cs/180 days		NARDONES	64WPG	64		0.9940625	
	Braun Beef Company	600	Cases	\$64.30	\$38,580.00	Minimum order is 388 cases		NARDONES	64WPG	64		1.0046875	
	Sysco West Texas	600	Cases	\$64.62	\$38,772.00	30 DAY LEAD TIME - 7000 LB MINIMUM FULL PALLETS / 54 CASES TO A PALLET		NARDONES	64WPG	64		1.0096875	
	Nardone Bros. Baking Company, Inc.	600	Cases	\$66.37	\$39,822.00			NARDONES	64WPG	64		1.03703125	
	Ben E. Keith Company	600	Cases	\$69.30	\$41,580.00			NARDONES	64WPG	64		1.0828125	
	Asian Food Solutions (Chinese Food Solutions, Inc.)	600	Cases	No Bid				NARDONES	64WPG				
	Integrated Food Service	600	Cases	No Bid				NARDONES	64WPG				
	Rich Chicks, LLC	600	Cases	No Bid				NARDONES	64WPG				
	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	600	Cases	No Bid				NARDONES	64WPG				
	Gold Creek Foods	600	Cases	No Bid				NARDONES	64WPG				

9	GARLIC PIZZA										Additional Information	
	Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total		
	Master's Distribution	60	5	5	5	5	5	5	10	100		
	Braun Beef Company	55	5	5	5	5	5	5	10	95		
	Sysco West Texas	50	5	5	5	5	5	5	10	90		
	Nardone Bros. Baking Company, Inc.	45	5	5	5	5	5	5	10	85		
	Ben E. Keith Company	40	5	5	5	5	5	5	10	80		

10	BEEF & CHEESE TACO CRISP												
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description		Manufacturer	Manufacturer #	# of Servings P/Case	Serving Price		
	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	400	Cases	\$88.89	\$35,556.00	5,000 lbs. COMBINED MINIMUM FOR DELIVERY.		DON LEE	SCUBCT	106		0.838584906	
	Ben E. Keith Company	400	Cases	No Bid				DON LEE	SCUBCT				
	Nardone Bros. Baking Company, Inc.	400	Cases	No Bid				DON LEE	SCUBCT				
	Gold Creek Foods	400	Cases	No Bid				DON LEE	SCUBCT				
	Braun Beef Company	400	Cases	No Bid				DON LEE	SCUBCT				
	Asian Food Solutions (Chinese Food Solutions, Inc.)	400	Cases	No Bid				DON LEE	SCUBCT				
	Sysco West Texas	400	Cases	No Bid				DON LEE	SCUBCT				
	Integrated Food Service	400	Cases	No Bid				DON LEE	SCUBCT				
Rich Chicks, LLC	400	Cases	No Bid				DON LEE	SCUBCT					

10	BEEF & CHEESE TACO CRISP										Additional Information	
	Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total		
	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	60	5	5	5	5	5	5	10	100		

11	SHREDDED CHICKEN & CHEESE TACO												
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description		Manufacturer	Manufacturer #	# of Servings P/Case	Serving Price		
	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	500	Cases	\$71.80	\$35,900.00	5,000 lbs. COMBINED MINIMUM FOR DELIVERY.		DON LEE	SCUCCT	89		0.806741573	
	Ben E. Keith Company	500	Cases	No Bid				DON LEE	SCUCCT				
	Nardone Bros. Baking Company, Inc.	500	Cases	No Bid				DON LEE	SCUCCT				
	Gold Creek Foods	500	Cases	No Bid				DON LEE	SCUCCT				
	Braun Beef Company	500	Cases	No Bid				DON LEE	SCUCCT				
	Asian Food Solutions (Chinese Food Solutions, Inc.)	500	Cases	No Bid				DON LEE	SCUCCT				
Sysco West Texas	500	Cases	No Bid				DON LEE	SCUCCT					
Integrated Food Service	500	Cases	No Bid				DON LEE	SCUCCT					

	Rich Chicks, LLC		500	Cases	No Bid				DON LEE	SCUCCT	
11	SHREDDED CHICKEN & CHEESE TACO										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information	
GOODMAN FOOD PRODUCTS dba DON LEE FARMS	60	5	5	5	5	5	5	10	100		
12	SHREDDED CHICKEN CHEESE GREEN CHILI ROLLED UP										
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	# of Servings P/Case	Serving Price	
	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	600	Case	\$64.67	\$38,802.00	5,000 lbs. COMBINED MINIMUM FOR DELIVERY.	DON LEE	GSCCR340	70	0.923857143	
	Ben E. Keith Company	600	Case	No Bid			DON LEE	GSCCR340			
	Nardone Bros. Baking Company, Inc.	600	Case	No Bid			DON LEE	GSCCR340			
	Gold Creek Foods	600	Case	No Bid			DON LEE	GSCCR340			
	Braun Beef Company	600	Case	No Bid			DON LEE	GSCCR340			
	Asian Food Solutions (Chinese Food Solutions, Inc.)	600	Case	No Bid			DON LEE	GSCCR340			
	Sysco West Texas	600	Case	No Bid			DON LEE	GSCCR340			
	Integrated Food Service	600	Case	No Bid			DON LEE	GSCCR340			
	Rich Chicks, LLC	600	Case	No Bid			DON LEE	GSCCR340			
12	SHREDDED CHICKEN CHEESE GREEN CHILI ROLLED UP										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information	
GOODMAN FOOD PRODUCTS dba DON LEE FARMS	60	5	5	5	5	5	5	10	100		

Sam Magallan
Executive Director of District Operations
802 N. Sam Houston
Odessa, TX 79761
Office: 432-456-9659



RFQ 24-16 - Gallagher Construction Program Management Services

- **Purpose:** To add Gallagher Construction to the pool of vendors to perform oversight responsibilities for district wide Roofing projects already approved under RFQ 24-10.
- **Background Info:** Annually ECISD has several Roofing projects that require oversight during installation. Currently, the Board of Trustees has previously approved a pool of vendors and funding to this project under RFQ 24-10 that related to Roofing, no new funds will be needed. The addition of Gallagher Construction will allow ECISD to have supplemental services with a previously approved qualified vendor that can support the district in the completion of Roofing projects.
- **Cost:** \$300,000.000
- **Funding Source:** 199 General Funds
- **Recommended Service Provider:** Gallagher Construction

Board Approval

Date

OUR students...THE future

Sandra Banda

Director of Human Resources

(432) 456-9352

802 N. Sam Houston

Sandra.banda@ectorcountyisd.org



RFP #25-12 - International Teacher J-1 Visa Services Recruitment

Purpose: The Human Resources Department is seeking a J1 Visa Sponsor that will enable ECISD to participate in a teacher cultural exchange program. The partnership will allow the District to hire international teacher candidates for the 2025-2026 school year with an option to renew for up to five (5) years. Renewals of the contract may be made in one (1) year intervals with the year immediately following the initial term being the First Renewal Term, not to exceed a total of five years (5) years, at the sole discretion of ECISD.

Background Information: The Ector County Independent School District (ECISD) has successfully hired international teachers via the teacher cultural exchange program for the past 6 years. The Human Resources Department seeks to identify a Visa Sponsor to continue to hire international teachers. The J1 Visa Sponsor will recruit, vet and support the district through the selection and hire process and will provide selected candidates a J1 visa that allows them to work in the USA. The Visa Sponsor will also provide ongoing support to every international teacher hired. This was a request for a proposal to establish vendors and competitive pricing for services rendered in the process of hiring international teachers.

- **Cost:** \$75,000
- **Funding Source:** 199 - General Fund
- **Recommended Supplier/Service Provider:** Alliance Abroad Group, Inc

Board Approval

Date

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS**

25-12 International Teacher J-1 Visa Services Recruitment

SCORE SHEET

Closed: December 04, 2024 1:00PM

Consolidated

Criteria	Suppliers	
	Alliance Abroad Group, Inc	HRC International
Evaluator 1	95	45
Evaluator 2	81	35
Evaluator 3	98	66
Total	274	146
Average	91	49



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: **DISCUSS AND CONSIDER ADOPTION OF AN ORDER DIRECTING THE DEFEASANCE AND REDEMPTION OF A PORTION OF THE DISTRICT'S OUTSTANDING UNLIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020-B, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,000,000 AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

DATE: December 17, 2024

Attached is:

A resolution for the redemption of a portion of the Series 2020-B bonds totaling \$7,000,000 for a savings of \$919,800 in future interest costs.

An escrow agreement to hold the funds until such time the bonds are callable.

Administrative Recommendation:

Approval of defeasance and redemption of a portion of 2020-B bonds.

AN ORDER DIRECTING THE DEFEASANCE AND REDEMPTION OF A PORTION OF THE DISTRICT’S OUTSTANDING UNLIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020-B, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,000,000; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Ector County Independent School District (the “District”) has issued and has outstanding the following bonds heretofore approved by voters pursuant to Sections 45.001 and 45.003, Texas Education Code:

Ector County Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020-B, dated November 15, 2020, currently outstanding in the aggregate principal amount of \$54,245,000 (the “Outstanding Bonds”); and

WHEREAS, the Outstanding Bonds may be redeemed prior their stated maturities at the option of the District at a redemption price equal to the principal to be redeemed plus accrued interest to the date of redemption, and such redemption will reduce future debt payment requirements of the District;

WHEREAS, Section 45.001 of the Texas Education Code authorizes the District to levy, pledge, assess, and collect annual ad valorem taxes sufficient to pay the principal of and interest on the Outstanding Bonds before the principal and interest become due; and

WHEREAS, this Board of Trustees of the District finds and determines that it is necessary and in the best interests of the District to defease, redeem and discharge a portion of the Outstanding Bonds; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT:

Section 1. The District hereby exercises its option to redeem a portion of the Outstanding Bonds on August 15, 2030 (the “Redemption Date”), in the aggregate principal amount of \$7,000,000, to be applied to the following maturities (the “Defeased Bonds”):

Maturity Date	Principal Amount Outstanding	Principal Amount Being Redeemed
August 15, 2036	\$10,310,000	\$ 7,000,000
	\$10,310,000	\$7,000,000

Section 2. (a) The District hereby directs that the Defeased Bonds be called for redemption in the amounts and on the dates and as set forth in Section 1 above. Each of such Defeased Bonds shall be redeemed at the redemption price of par plus accrued interest to the Redemption Date.

(b) In addition, the appropriate notices of redemption and defeasance for the Defeased Bonds are hereby directed to be given as specified by the order authorizing the issuance of the Defeased Bonds and appropriate arrangements shall be made as specified by said order authorizing the issuance of the Defeased Bonds and in accordance with State law so that the Defeased Bonds may be redeemed the Redemption Date. The Defeased Bonds shall be presented for redemption at the paying agent/registrar therefore, and shall not bear interest after the Redemption Date.

Section 3. On or before February 15, 2025 (the “Defeasance Date”), the District shall deposit with or make available to UMB Bank, N.A., as Paying Agent/Registrar for the Defeased Bonds, funds in an amount sufficient to pay (i) the interest to come due on August 15, 2025, February 15, 2026, August 15, 2026, February 15, 2027, August 15, 2027, February 15, 2028, August 15, 2028, February 15, 2029, August 15, 2029, February 15, 2030 and August 15, 2030 on the Defeased Bonds called for redemption; and (ii) the principal amount on the Redemption Date of the Defeased Bonds called for redemption.

Section 4. The President of the Board, the Superintendent of the District, or the Chief Financial Officer of the District are hereby authorized and directed to execute and deliver an Escrow Agreement with UMB Bank, N.A., as Escrow Agent, in substantially the form presented at this meeting, and to authorize and execute such contributions and investments as may be necessary for the Escrow Fund. Legally available funds of the District are hereby authorized and appropriated in the amounts necessary for such purpose.

Section 5. The officers and employees of the District are hereby authorized and directed to take such actions and to execute and deliver such documents, certificates and receipts, including without limitation a notice of defeasance and redemption with respect to the Defeased Bonds to be defeased and redeemed in the form attached hereto as EXHIBIT A, as necessary or appropriate to consummate the transactions authorized by this Order and to defease and redeem said Defeased Bonds in accordance with the provisions and requirements of said Defeased Bonds.

PASSED AND APPROVED the 17th day of December, 2024.

Secretary, Board of Trustees

President, Board of Trustees

EXHIBIT A

NOTICE OF DEFEASANCE AND REDEMPTION

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
(ECTOR COUNTY, TEXAS)

NOTICE IS HEREBY GIVEN that the Ector County Independent School District has called for early redemption the outstanding bonds of the District described as follows:

Ector County Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020-B, dated November 15, 2020, currently outstanding in the aggregate principal amount of \$54,245,000. The portions of the Bonds described below (the “Defeased Bonds”) have been called for redemption on August 15, 2030 (the “Redemption Date”) at the redemption price of par and accrued interest to the date fixed for redemption:

Original CUSIP	Interest Rate	Maturity Date	Principal Amount Outstanding	Refunded CUSIP	Principal Amount Redeemed	Non-Refunded CUSIP	Non-Refunded Amount
279263RB5	2.190%	8/15/2036	\$10,310,000		\$7,000,000		\$3,310,000

aggregating \$7,000,000 in principal amount. On February 15, 2025, the Defeased Bonds were defeased in accordance with the terms of the order authorizing their issuance, and such Bonds shall be paid from amounts held in an escrow account administered by UMB Bank, NA, which is the Escrow Agent for the Defeased Bonds, until the date of redemption specified above, when the redemption price shall be paid upon presentation of the Defeased Bonds to the paying agent/registrar thereof, as follows:

UMB Bank, N.A.
[ATTN: _____]
[STREET ADDRESS]
[CITY, STATE, ZIP]

Upon presentation of the Defeased Bonds at the Paying Agent/Registrar on the aforementioned Redemption Date, the holder thereof shall be entitled to receive the redemption price equal to par plus accrued interest to the redemption date and thereafter the Defeased Bonds shall no longer bear interest.

Date: _____

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

ESCROW AGREEMENT

FY2025 Cash Defeasance of
Ector County Independent School District
Unlimited Tax Refunding Bonds, Taxable Series 2020-B

THIS ESCROW AGREEMENT, dated as of February 15, 2025 (herein, together with any amendments or supplements hereto, called the “Agreement”) is entered into by and between the Ector County Independent School District (herein called the “Issuer”) and UMB Bank, N.A., Dallas, Texas, as escrow agent (herein, together with any successor in such capacity, called the “Escrow Agent”). The addresses of the Issuer and the Escrow Agent are shown on Exhibit “A” attached hereto and made a part hereof.

W I T N E S S E T H:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations (the “Refunded Obligations”) described in the Verification Report of Public Finance Partners LLC (the “Report”) relating to the Refunded Obligations, attached hereto as Exhibit “B” and made a part hereof; and

WHEREAS, the Refunded Obligations are scheduled to mature in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in the Report; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Chapter 1207, Texas Government Code (“Chapter 1207”), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with any paying agent for the Refunded Obligations, or a trust company or commercial bank that does not act as a depository for the Issuer, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such paying agent for any of the Refunded Obligations, or a trust company or commercial bank that does not act as a depository for the Issuer, with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent, trust company or commercial bank may agree, provided that such deposits may be invested only in obligations described in Section 1207.062 of Chapter 1207, which obligations may be in book entry form, and which shall mature and/or bear interest

payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due; and

WHEREAS, the Escrow Agent is the paying agent for the Refunded Obligations (in such capacity, the “Paying Agent”), and this Agreement constitutes an escrow agreement of the kind authorized and required by said Chapter 1207; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the Paying Agent for the Refunded Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the Issuer desires that funds to be provided by the Issuer to the Escrow Agent shall be deposited to the credit of the Escrow Fund created pursuant to the terms of this Agreement and applied to purchase certain obligations described in Section 1207.062 of Chapter 1207, hereinafter defined as the “Escrowed Securities” for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their maturity dates or dates of redemption; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Issuer desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Recitals. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 1.02. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

“Code” means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

“Escrow Fund” means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

“Escrowed Securities” means, subject to any restrictions set forth in any order, ordinance or resolution of the Issuer authorizing the issuance of the Refunded Obligations, the obligations permitted by Section 1207.062 of Chapter 1207 as described in the Report or cash or other obligations permitted by Section 1207.062 of Chapter 1207 substituted therefor pursuant to Article IV of this Agreement.

Section 1.03. Other Definitions. The terms “Agreement”, “Issuer”, “Escrow Agent”, “Refunded Obligations”, “Refunding Obligations,” “Report” and “Paying Agent”, when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.04. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Obligations in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.01. Deposits in the Escrow Fund. Concurrently with the sale and delivery of the Refunding Obligations the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the FY2025 Cash Defeasance Escrow Fund (the “Escrow Fund”). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Obligations at their respective maturity dates and interest thereon to such maturity dates in the amounts and at the times shown in the Report.

Section 3.03. Sufficiency of Escrow Fund. The Issuer represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunded Obligations as such interest comes due and the principal of the Refunded Obligations as the Refunded Obligations mature, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by each place of payment (paying agent) for the Refunded Obligations to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer’s failure to make additional deposits thereto.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the

Refunded Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Refunded Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01. General Limitations. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.02. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Certificates of Indebtedness, Notes or Bonds - State and Local Government Series with an interest rate equal to zero percent (0%) (the "Zero SLGs") to the extent such Obligations are available from the Department of Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on any Escrowed Securities. Unless otherwise instructed by the Issuer in accordance with Section 4.03 hereof, the Escrow Agent shall acquire any Zero SLGs on the dates the Escrowed Securities listed in the Report mature, as shown in the Report, or on the first date Zero SLGs become available thereafter. The Escrow Agent shall purchase Zero SLGs that only mature on the dates shown in the Report.

Section 4.03. Substitutions and Reinvestments. At the discretion of the Issuer, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof in other Escrowed Securities or hold such proceeds as cash, together with other moneys or Escrowed Securities held in the Escrow Fund provided that the Issuer delivers to the Escrow Agent the following:

- (1) an opinion by an independent certified public accountant that after such substitution or reinvestment the principal amount of the Escrowed Securities in the

Escrow Fund (which shall be noncallable, not pre-payable obligations described in Section 1207.062 of Chapter 1207), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the Report, the principal of, interest on and premium, if any, on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the Issuer.

Section 4.04. Substitution for Escrowed Securities. Concurrently with the initial deposit by the Issuer with the Escrow Agent, but not thereafter, the Issuer, at its option, may substitute cash or non-interest bearing direct noncallable and not pre-payable Escrowed Securities described in Section 1207.062 of Chapter 1207 (i.e., obligations which mature and are payable in a stated amount on the maturity date thereof, and for which there are no payments other than the payment made on the maturity date) (the “Substitute Obligations”) for Escrowed Securities, if any, but only if such Substitute Obligations:

- (a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,
- (b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and
- (c) produce the amount necessary to pay the interest on and principal of the Refunded Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the Issuer with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the Issuer may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Refunding Obligations or the Refunded Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment and paying agent and/or a Paying Agent/Registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

Except as stated in Section 7.05 hereof, the Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of

the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action or omission constituting negligence or willful misconduct, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

To the extent permitted by law, the Issuer agrees to indemnify, defend and hold the Escrow Agent and its officers, directors, agents, and employees harmless from and against any and all loss, damage, claim, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, claim, liability, or expense resulting from its own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent for any reason.

Section 7.03. Compensation. (a) Concurrently with the sale and delivery of the Refunding Obligations, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount set forth in Exhibit C, attached hereto and made a part hereof, the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to

reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, as Paying Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) Upon receipt of the aforesaid specific sum stated in subsection (a) of this Section 7.03 for Escrow Agent fees, expenses, and services, the Escrow Agent shall acknowledge such receipt to the Issuer in writing.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, authorized under Texas law to act as an escrow agent, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$5,000,000 and subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least three (3) weeks prior to the date when the resignation is

to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be a paying agent for the Refunded Obligations and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent. If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within 60 days after the delivery of such resignation notice, the Escrow Agent, at the expense of the Issuer, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent.

Section 7.05. Representations as Paying Agent for Refunded Obligations. In its capacity as Paying Agent for the Refunded Obligations, the Escrow Agent hereby represents and acknowledges that the total amount due on the redemption date for the Refunded Obligations is the amount set forth the Report. The Escrow Agent hereby acknowledges that its fees and expenses due the Escrow Agent in its capacity as Paying Agent for the Refunded Obligations to and through their redemption and final payment have been provided for.

Section 7.06. Notice of Redemption. The Escrow Agent is hereby authorized and directed to cause notice of defeasance and redemption of the Refunded Obligations to be given at the time and in the form and manner prescribed in the proceedings that authorized the issuance of the Refunded Obligations.

Section 7.07. Acknowledgment of Notice of Redemption. The Escrow Agent, by its execution hereof, as Paying Agent for the Refunded Obligations, acknowledges receipt of written notice of the redemption of the Refunded Obligations, as required by the proceedings that authorized the issuance of the Refunded Obligations, and agrees to provide or cause to be provided notice of defeasance and redemption of such Refunded Obligations as required by the proceedings that authorized the issuance of such Refunded Obligations.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit “A” attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent to Moody’s Investors Service, Attn: Public Finance Rating Desk/Refunded Bonds, 99 Church Street, New York, New York 10007, Standard & Poor’s Corporation, Attn: Municipal Bond Department, 25 Broadway, New York, New York 10004 and Fitch, Inc., One State Street Plaza, New York, New York 10004.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Refunded Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report and the Escrowed Securities, together with the specific sums stated in subsections (a) and (b) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Obligations.

Section 8.09. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

Section 8.10. Contracts with Prohibited Companies. (a) The Escrow Agent represents, warrants and covenants that, for purposes of Chapters 2271, 2274, and 2276, Texas Government Code, as amended, the value of this Escrow Agreement is less than \$100,000, and if it is legally determined that the value of this Escrow Agreement is equal to or greater than \$100,000, this Escrow Agreement is void, the Escrow Agent is required to return all monies or assets it received under this Escrow Agreement to the Issuer, and the Issuer shall have no liability hereunder. The Escrow Agent's representations, warranties and covenants hereunder shall survive the termination of this Escrow Agreement.

(b) The Escrow Agent represents that, neither the Escrow Agent, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Escrow Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of this Agreement until the statute of limitations has run.

Section 8.11. Electronic Means. The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.); provided, however, that the Issuer shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer whenever a person is to

be added or deleted from the listing. If the Issuer, elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The Issuer understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the Issuer and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

[Remainder of this page intentionally left blank]

EXECUTED as of the date first written above.

ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT

By: _____
Chief Financial Officer

UMB BANK, N.A., as Escrow Agent

By: _____
Name: _____
Title: _____

INDEX TO EXHIBITS

EXHIBIT "A"	ADDRESSES OF THE ISSUER AND THE ESCROW AGENT
EXHIBIT "B"	VERIFICATION REPORT OF PUBLIC FINANCE PARTNERS LLC
EXHIBIT "C"	ESCROW AGENT FEES

EXHIBIT "A"

ADDRESSES OF THE ISSUER AND THE ESCROW AGENT

ISSUER

Ector County Independent School District
802 North Sam Houston Avenue
Odessa, Texas 79761

Attention: Superintendent

ESCROW AGENT

UMB Bank, N.A.
5910 N Central Expressway, Suite 1900
Dallas, Texas 75206

Attention: Corporate Trust Department

EXHIBIT "B"

VERIFICATION REPORT OF PUBLIC FINANCE PARTNERS LLC

(See attached)

EXHIBIT "C"

ESCROW AGENT FEES

(See attached)



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Alicia Syverson, Associate Superintendent of Student and School Support

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL TO RENEW SB1882 PARTNERSHIP AGREEMENT WITH UNIVERSITY OF TEXAS PERMIAN BASIN (UTPB)

DATE: December 17, 2024

The term of the Performance Agreement between ECISD and University of Texas Permian Basin (UTPB) to operate STEM Academy ends June 30, 2025. As outlined in ELA (Local), upon expiration of a charter performance contract, the Board may renew the contract for up to an additional ten-year term. In accordance with law, the Board shall renew a charter performance contract only if the Board finds that the campus charter has substantially fulfilled its obligations and met the performance standards in the contract and applicable law.

If the Board decides not to renew a contract, the Board shall notify the campus charter of the action in writing no later than the last Friday in January during the final year of the charter performance contract in accordance with ELA (LOCAL).

Administrative Recommendation:

Approval to renew the SB1882 partnership between ECISD and University of Texas Permian Basin to operate STEM Academy

**LETTER OF INTENT TO RENEW PARTNERSHIP AGREEMENT
BETWEEN
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
AND
THE UNIVERSITY TEXAS PERMIAN BASIN**

THIS LETTER OF INTENT TO RENEW, effective on the date of last signature below (the “Effective Date”), extends the **AGREEMENT** between **the Ector County Independent School District (“District”)**, and **The University of Texas Permian Basin (UTPB)**, collectively “Parties”, previously entered into on March 29, 2022, with the effective date of July 1, 2022 (the “Initial Agreement”) for operation of The STEM Academy.

WHEREAS, The term of the Initial Agreement is set to expire on June 30, 2025 (the “Initial Term”).

WHEREAS, Pursuant to section 4.01 of the Initial Agreement, at the end of the Initial Term, the Parties may elect to renew the Initial Agreement for up to additional three (3) years, in one-year increments (“Renewal Term(s)”), provided such renewal shall be in writing and executed not less than six (6) months prior to the expiration of the then-current Term.

WHEREAS, the Parties now desire to renew the “Initial Agreement” for up to additional three (3) years, in one-year increments, commencing on July 1, 2025.

NOW, THEREFORE, the Parties agree to renew the previously executed Initial Agreement commencing on July 1, 2025 and ending on June 30, 2026.

Acknowledgement. Except as expressly amended by the terms of this Letter of Intent to Renew, all other terms and conditions in “Initial Agreement” that are not hereby amended remain in full force and effect and are hereby ratified and affirmed in all respects. The Parties reserve the right to amend the Initial Agreement by mutual agreement at any time. Any such amendment shall be in writing and executed by both Parties.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Letter of Intent to Renew to be executed by its duly authorized agent.

Ector County ISD

The University of Texas Permian Basin

By: _____
Dr. Keeley Boyer
Interim Superintendent

By: _____
Dr. Sandra Woodley
President



Senate Bill 1882 Partner Request for Renewal - Process and Next Steps

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Alicia Syverson, Associate Superintendent Student and School Support



SB1882
Review
Process



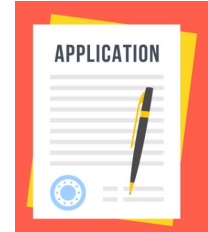
STEM
Academy
Data
Review



Contract
Review
and
Timeline



Next Steps



Renewal
Decision

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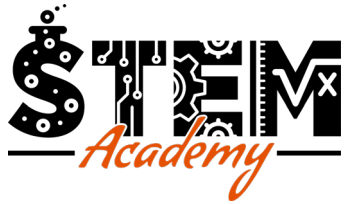
Performance Review Cycle per ELA (LOCAL):

1. Approve rigorous performance contracts for all in-district charter schools
2. Annually monitor and publish school results at public meeting of Board
3. In final year of contract term, review partner performance at public meeting of Board to determine continuation of partnership



Reasons for Non-Renewal

1. Failure to meet student performance standards and expectations stated in the contract;
2. Failure to meet generally accepted accounting procedures for fiscal management or demonstrate financial sustainability;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other reasons as determined by the Board.



- Grades K-12
- Authorized March 29, 2022
- Began operation in Fall 2022
- **Year 3 – Final Year of Term**

Annual Enrollment

- 2022-23: 766
- 2023-24: 743
- 2024-Present: 755

Annual Average Daily Attendance

- 2022-23: 95.27%
- 2023-24: 95.87%
- 2024-Present: 96.27%

Annual Economically Disadvantaged

- 2022-23: 42.17%
- 2023-24: 51.95%
- 2024-Present: 40.13%

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Article 4.01

“...at the end of the Initial Term, the Parties may elect to renew the Initial Agreement for up to additional three (3) years, in one year increments (“renewal Term(s)”), provided such renewal shall be in writing and executed not less than six (6) months prior to the expiration of the then current Term.”

- Term Ends June 30, 2025
- Back up 6 months = December 30, 2024

Letter of Intent to Renew

WHEREAS, The term of the Initial Agreement is set to expire on June 30, 2025 (the “Initial Term”).

WHEREAS, Pursuant to section 4.01 of the Initial Agreement, at the end of the Initial Term, the Parties may elect to renew the Initial Agreement for up to additional three (3) years, in one-year increments (“Renewal Term(s)”), provided such renewal shall be in writing and executed not less than six (6) months prior to the expiration of the then-current Term.

WHEREAS, the Parties now desire to renew the “Initial Agreement” for up to additional three (3) years, in one-year increments, commencing on July 1, 2025.

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NOW, THEREFORE, the Parties agree to renew the previously executed Initial Agreement commencing on July 1, 2025 and ending on June 30, 2026.

Letter of Intent to Renew

Acknowledgement. Except as expressly amended by the terms of this Letter of Intent to Renew, all other terms and conditions in “Initial Agreement” that are not hereby amended remain in full force and effect and are hereby ratified and affirmed in all respects. The Parties reserve the right to amend the Initial Agreement by mutual agreement at any time. Any such amendment shall be in writing and executed by both Parties.



1. Approve the Letter of Intent to Renew Partnership Agreement between Ector County ISD and the University of Texas Permian Basin
2. Engage in amendment discussions between ECISD and UTPB
3. Bring back any suggested amendments for review and approval by expiration of current term (June 30, 2025)



THANK YOU!

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REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

Attached you will find minutes of meetings of the Board of Trustees for:

- November 07, 2024 – Special Board Meeting
- November 12, 2024 – Board Workshop Meeting
- November 19, 2024 – Regular Board Meeting

AT A SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., NOVEMBER 7, 2024, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Tammy Hawkins
Dawn Miller
Christopher Stanley
Robert Thayer
Wayne Woodall

Virtual:

Dr. Steve Brown

School Officials: Mike Adkins, Deborah Ottmers

Others: Marian Strauss, Ruben Cervantes, Randy Nguyen, Ruth Campbell, Rita Lopez, Mary Franco

26929 **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

26930 **Verification of Compliance with Open Meeting Law – this is to certify that the provisions of Section 551.001 of the Texas Government Code have been met in connection with the public notice of this meeting:** Board President Christopher Stanley, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

26931 **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There was no public comment.

Report/Discussion Items

26932 **Discussion with TASB Consultant Regarding Superintendent Search Process and Search Schedule Calendar:** Marian Strauss, Senior Consultant, and Ruben Cervantes, Field Service Representative from TASB, met with Trustees for a planning session to outline the search process for a new superintendent.

Key decisions and timeline (exact dates TBD):

- **Community Engagement:** Meetings with Community members, civic organizations, faculty, and staff scheduled for early December
- **Application Deadline:** January 7, 2025 for interested Candidates

- **Initial Interviews:** Will be held over a three-day period (potential dates in January)
- **Second Round of Interviews & Site Visits:** Potentially in February
- **Finalist Announcement:** Possibly name a lone finalist in early March

No action required.

26933 **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.]**
Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:

There was no closed session.

26934 **Adjournment:** Christopher Stanley, Board President, adjourned the Board meeting at 6:40 p.m.

Board President
Christopher Stanley

Board Secretary
Dr. Steve Brown

AT A BOARD WORKSHOP MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., NOVEMBER 12, 2024, WITH THE FOLLOWING MEMBERS:

Present:

Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Wayne Woodall

Absent:

Delma Abalos
Robert Thayer

School Officials: Dr. Keeley Boyer, Mike Adkins, Dr. Lilia Náñez, Deborah Ottmers, Dr. Anthony Sorola, Alicia Syverson

Others: Tatiana Dennis, Daniel De La Garza, Monica Orona, Magaly Nieto, Wes Wells, Jashon Pogue, Ryan Merritt, Robert Trejo, Chris Bartlett, Stacey Nunez, Sam Magallan, Lisa Wills, Taylor Roy, Nat Armendarez, Maggie Aguilar, Tracey Borchardt, Sara Moore, Clay Moore, Scott Rudes, Amy Russell, Albessa Chavez, Andrea Moreno-Hewitt, Sandra Talavera, Rita Lopez, Mary Franco

26935 **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

26936 **Verification of Compliance with Open Meeting Law – this is to certify that the provisions of Section 551.001 of the Texas Government Code have been met in connection with the public notice of this meeting:** Board President Christopher Stanley, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

26937 **Opening Remarks by Superintendent:** In her opening remarks, Interim Superintendent Dr. Keeley Boyer highlighted recent opportunities to showcase the excellent work of our team. Last week, Pease Elementary hosted a Blended Learning Showcase, while Ross Elementary, Bowie Middle School, and Permian High School held an Opportunity Culture Showcase. This week, representatives from the New Tech Network will visit Gale Pond Alamo Elementary and New Tech Odessa to observe classrooms and hold student and teacher panels focused on ECISD's project-based learning (New Tech) program.

26938 **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There were no public comments.

Report/Discussion Items

26939 **Communications Department Presentation**: Chief Communications Officer Mike Adkins provided Trustees with an update on its key responsibilities, which include managing the District's website, four social media accounts (Facebook, Instagram, X, and YouTube), and publishing a weekly internal newsletter, a bi-monthly community newsletter, and summaries of all school board meetings and workshops. The department also produces videos, handles graphic design, coordinates business card orders, and serves as the contact for flier approvals and public information requests. This year's priorities include the launch of a new website (introduced with the new school year), development of an employee intranet, and an upcoming survey for parents and the community to gather input on communication preferences and priorities.

No action required.

26940 **Annual Financial Report Overview**: Chief Financial Officer Deborah Ottmers provided Trustees with a brief overview of the Annual Financial Report. Every school district must prepare annual financial statements, undergo an audit by an external accounting firm, and submit the results to the state. The auditor, Whitley Penn, will issue a Clean/Unmodified Opinion, indicating no internal control or compliance findings in the financial report. This week's presentation was informational; the report will be on next week's agenda for board approval.

No action required.

26941 **PBK Career and Technical Education Facility Presentation**: Trustees received an in-depth update on the planning and design of the new Career & Technical Education (CTE) facility, approved under Bond 2023. Representative from the PBK Architecture Firm Daniel De La Garza guided the board through the project's scope and timeline, presenting the site plan, floor plan, exterior design, and interior design concepts. This full-time high school will serve 400 students, with an additional 2,000 students attending CTE courses throughout the day. The facility will house 15 career pathways, including Welding, Oil & Gas, Architecture & Construction, and Culinary Arts. Groundbreaking is scheduled for summer 2025, with a grand opening planned for January 2027. Planning has included visits to other CTE facilities, as well as input from CTE staff, industry partners, and a community advisory committee that has met seven times. Design standards, facility layout, and budget considerations have been closely examined, all following guiding principles: Emulate the workplace; Foster a collaborative environment; Welcome community, industry, and business; and Inspire innovation and discovery in a flexible, adaptable space.

No action required.

26942 **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment,**

duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.]
Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:

There was no closed session.

26943 **Closing Remarks by Superintendent:** In her closing remarks, Dr. Boyer expressed gratitude to the Community CTE Advisory Committee for its hard work and to PBK for thoughtfully incorporating feedback to design a first-class facility for Odessa.

26944 **Adjournment:** Christopher Stanley Board President, adjourned the Board meeting at 7:18 p.m.

Board President
Christopher Stanley

Board Secretary
Dr. Steve Brown

AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., NOVEMBER 19, 2024, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Robert Thayer
Wayne Woodall

School Officials: Dr. Keeley Boyer, Mike Adkins, Dr. Lilia Náñez, Deborah Ottmers, Dr. Anthony Sorola, Alicia Syverson, Dr. Kellie Wilks

Others: Tatiana Dennis, Dora Flores, Jennifer Cox, Aaron Hawley, Ryan Merritt, Rico Enriquez, Griselda Montes, Erin Anderson, Erica Chavez-Lanos, Christina Butler, Catherine Butler, Scott Rudes, Hilberto Ochoa, Robert Trejo, Albessa Chavez, Alianna Garcia, Matthew Montes, Andrew Montes, Hector Limon, Martha Cirrincione, Angela Pina, Jennifer Valencia, AJ Valencia, Jessica Moreno, Tracey Borchardt, Kyrsten Nall, Angelo Moreno, Sam Utley, Rebecca Ramirez, Burke Millard, Taylor Roy, Andrea Hewitt, Lisa Wills, Gracie Bustos, Maggie Aguilar, Ruth Campbell, Bethany Ibarra, Sandra Talavera, Rita Lopez, Mary Franco

26945 Meeting Called to Order: Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:05 p.m. (Delay due to internet connectivity issues.)

Board of Trustee Dawn Miller arrived at 6:07 p.m. and was present for the remainder of the meeting.

26946 Verification of Compliance with Open Meeting Law: Christopher Stanley, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

26947 Pledge Allegiance to United States and Texas Flags: The United States and Texas flag pledges were led by Austin Montessori Elementary School Students Angelo Moreno and Sam Utley.

26948 Invocation: The Invocation was led by High School Pastor Burke Millard, Crossroads Church.

26949 Special Presentations:

Recognition of Summit K12 Elementary Educator of the Year: Griselda Montes, a 4th-grade bilingual teacher at Murry Fly Elementary, has been recognized as the

Elementary Educator of the Year by K12 Summit. She was chosen from over 100,000 Texas educators using Summit K12's educational platforms. This prestigious recognition highlights her outstanding performance in TELPAS, active platform engagement, and innovative strategies for supporting emergent bilingual students. Griselda exemplifies leadership in advancing language acquisition for English language learners.

Announcement of United Way Campaign Top Fundraisers: On an annual basis ECISD hosts a campaign for the United Way of Odessa. This year our District campaign raised a little more than \$70,000. The following Campuses and Department were recognized as the top 2024 United Way Campaign fundraisers:

Top Department – Technology Services - \$5,839
Top Elementary School – Cavazos Elementary- \$4,240
Top Middle School – Crockett MS - \$3,618
Top Secondary School – Odessa High School - \$10,741.58
ECISD Grand Total - \$70,748.12

Introduction of Culinary Arts State Qualifiers: Chief Communications Officer Mike Adkins proudly introduced the Culinary Arts State Qualifiers. One of our barbecue teams, "BBQ Cupcakes" from New Tech Odessa, earned a spot in the state competition after excelling in a regional contest earlier this semester. Competing against 26 teams, including three from ECISD, the Cupcakes secured a top-ten finish to qualify for state. Here's how the team members performed:

- Ailyn Arteaga: 2nd Place – Ribs
- Gracie Bustos: 5th Place – Beans
- Jacob Levario: 13th Place – Chicken
- Josiah Mendoza: 20th Place – Brisket
- Elmeanua Rutherford: 22nd Place – Dessert

Guided by Chef Christina Acosta, the team will showcase their skills at the state competition in April 2025, held at Quarry Park in Granite Shoals. Congratulations, BBQ Cupcakes, and best of luck at state!

26950 **Opening Remarks by Superintendent:** In her opening comments, Interim Superintendent Dr. Keeley Boyer informed Trustees that Phillips 66 had donated \$1 million to bring ST Math to all elementary students in the District. She also introduced a video showcasing last week's announcement at LBJ Elementary. Additionally, Dr. Boyer reminded Trustees that all schools will be closed for Thanksgiving from November 25 to 29.

26951 **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board.
BED(LOCAL)

There was no public comment.

Bond 2023

26952 **Bond 2023 Update:** Chief Financial Officer Deborah Ottmers and Associate Superintendent of Operations Dr. Anthony Sorola provided the Board of Trustees with an update on the progress of Bond 2023 projects.

As the District finalizes the location of the new Transportation Center, which includes existing facilities, it is anticipated that \$10 million originally allocated for this project can be redirected to support the new CTE Center. This reallocation is reflected in a specific column of the Finance Report presented to the school board. To date, approximately 10% of bond proceeds have been spent or earmarked through purchase orders for designated purposes.

The design of the new middle school is complete, the Guaranteed Maximum Price (GMP) is scheduled to be presented to the school board next month and ground-breaking is on track to take place in January.

The design development documents were presented to the school board at the meeting on November 12, construction documents are in progress and ground-breaking is slated for summer.

The designs for the renovations of the Permian High School Auditorium have been submitted, procurement should begin in January and construction should begin in May.

The timeline for the JROTC Facility at PHS is very similar to the auditorium project. It is in the design development stage and construction is anticipated to start in April.

The Transition Learning Center is in the schematic design phase awaiting approval from the community advisory committee. Surveying/Civil Engineering are being scheduled for the site and if it remains on time, construction could begin in February or March. The TLC committee will meet right after Thanksgiving Break and the board could then receive an update at its December meeting.

The Ag Farm has seen its schematic design approved and is moving into the design development phase. Surveying is complete.

The replacement of the bleachers in the main gymnasiums of our middle schools should be completed this week. Five of the six schools are completed, Ector MS is in progress.

The first set of middle school choir risers is now in place at Bonham MS, Ector MS's will be completed soon. So far, Fine Arts has ordered 578 instruments, has received 304 of them, and has spent \$1.4 million of bond proceeds.

From Technology, surveillance storage is now complete, and campus camera installations are scheduled to begin in December. Walkthroughs have been conducted to prepare for the installation/replacement of PA/Bells/Alarms/Clock systems.

Parkhill has been engaged to provide architectural, engineering, and project oversight for the Priority 1 and Priority 2 renovations/replacements.

No action required.

26953 **Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000:**
There were no Bond 2023 purchases over \$50,000 that required approval.

No action taken.

Action Items

26954 **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Thayer, seconded by Brown to approve the Purchases over \$50,000 as presented. This month's list includes two items related to contracted services with ECISD Special Services. These services involve student assessments, conducting ARD meetings, counseling, in-person and virtual speech therapy, and developing goals for speech and hearing evaluations.

Motion unanimously approved.

26955 **Discussion of and Request for Approval of 2024-2025 Budget Amendment #3:**
Moved by Woodall, seconded by Miller to approve the 2024-2025 Budget Amendment #3 as presented.

Motion unanimously approved.

26956 **Discussion of and Request for Approval of Annual Financial Report:** Moved by Miller, seconded by Woodall to approve the Annual Financial Report as presented. Each school district must prepare annual financial statements, undergo an independent audit, and submit the results to the state. ECISD's external auditor, Whitley Penn, issued a Clean/Unmodified Opinion, indicating no internal control or compliance findings—a strong outcome. This follows ECISD's perfect score of 100 on the state's Financial Integrity Rating System of Texas (FIRST) for the fifth consecutive year.

Motion unanimously approved.

26957 **Discussion of and Request for Approval of Superintendent Search Firm Contract:** Moved by Woodall, seconded by Miller to approve the Superintendent Search Firm Contract with Texas Association of School Boards (TASB) as presented.

For:
Abalos
Hawkins
Miller
Stanley
Thayer
Woodall

Abstained:
Brown

Motion passed.

26958 **Discussion of and Request for Approval of Memorandum of Understanding between Ector County ISD and Sul Ross State University:** Moved by Miller, seconded by Abalos to approve the Memorandum of Understanding between Ector County ISD and Sul Ross State University as presented. Through this MOU with Sul Ross State University, all ECISD seniors graduating with a 2.0 GPA or higher will be granted direct admission. The university will waive ACT and SAT requirements and all application fees for these students. This partnership reduces barriers to higher education and provides valuable support throughout the admissions process at no cost to the District. Sul Ross State becomes the fourth institution to establish a direct admissions agreement with ECISD, joining the University of Texas Permian Basin, Odessa College, and Tarleton State University.

Motion unanimously approved.

26959 **Discussion of and Request for Approval of Resolution Casting Votes for the Members to the Ector County Appraisal District Board of Directors:** Moved by Hawkins, seconded by Woodall to approve Resolution Casting Votes for Members of the Ector County Appraisal District Board of Director as presented. Ector County ISD is entitled by cumulative voting to cast 2,555 of votes for the Ector County Appraisal District Board. ECISD Board of Trustees voted to cast the 2,555 votes equally for the five nominees on the ballot for the Ector County Appraisal District Board of Directors. Each of the following nominees received 511 votes: David Dunn, Wayne Dunson, Dorothy Jackson, Gary Johnson, and Mari Willis.

Motion unanimously approved.

26960 **Consent Agenda:** Moved by Woodall, seconded by Brown to approve the Consent Agenda as presented.

- A. Request for Approval of Minutes of Meetings
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Acceptance of Donations Over \$10,000
- D. Request for Approval of the Quarterly Investment Report
- E. Request for Approval of Data Sharing Agreement between Coursemojo and ECISD
- F. Request for Approval of Walsh Gallegos Kyle Robinson & Roalson P.C. Special Education Legal Services Retainer Agreement for Ector County ISD

Motion unanimously approved.

Report/Discussion Items

26961 **Parkhill Agriculture Farm Presentation:** Associate Superintendent of District Operations Dr. Anthony Sorola and Parkhill Senior Project Manager Mildred Bautista provided Trustees with an update on the Agriculture Farm project approved in Bond 2023. The advisory committee's prioritized list of 'must-haves' and 'want-to-haves' within the project budget. The update included a site overview, existing structures slated for demolition, and plans for new buildings. Trustees reviewed a proposed floor plan, examples of similar venues, and exterior renderings. The timeline indicates

design work will continue into the spring, with construction set to begin in June and expected to take about one year.

No action required.

26962 **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.]**
Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:

There was no closed session.

26963 **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchasing Report, Routine Personnel Report and Added Bus Driver Recruitment and Retention Stipend.

26964 **Closing Remarks by the Superintendent:** There were no closing remarks.

26965 **Adjournment:** Board President Christopher Stanley adjourned the Board meeting at 7:24 p.m.

Board President
Christopher Stanley

Board Secretary
Dr. Steve Brown



REQUEST FOR APPROVAL OF BILLS FOR PAYMENT

Attached you will find a list of disbursements for the previous month for your approval.

TO: BOARD OF TRUSTEES
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

The following check amounts for the operations, materials and supplies for the maintenance of the School District are presented for your approval.

For the period 11/14/2024 to 12/11/2024

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 9,091,717.15

**ECTOR COUNTY ISD
CHECK REGISTER
11/14/24 - 12/11/24**

DATE	PAYEE	AMOUNT
11/20	4IMPRINT INC	\$ 1,080.67
11/20	ALERT SERVICES INC	312.00
11/20	ALL ABOARD AMERICA!	62,143.20
11/20	AMERIPRIDE SERVICES INC.	1,050.37
11/20	ASCD	275.00
11/20	AVID CENTER	6,680.00
11/20	B-LINE FILTER & SUPPLY INC	1,250.88
11/20	AUTOMATIC ICE MACHINE	3,923.23
11/20	FIRETROL PROTECTION SYSTEMS INC	9,180.00
11/20	NO TEARS LEARNING INC.	6,174.37
11/20	HENRY SCHEIN INC	3,050.34
11/20	INTERNATIONAL BACCALAUREATE ORGANIZATION	2,475.00
11/20	J W PEPPER & SON INC	124.99
11/20	LAWSON PRODUCTS INC	48.99
11/20	LOU'S CLINICAL LAB INC	1,963.00
11/20	MSC INDUSTRIAL SUPPLY CO.	131.76
11/20	NIMCO INC	198.03
11/20	AIM MEDIA TEXAS OPERATING LLC	632.27
11/20	O REILLY AUTO ENTERPRISES LLC	878.02
11/20	REGION IV SERVICE CENTER	55.00
11/20	SHERWIN WILLIAMS	6.04
11/20	THE BOSWORTH LTD	559.00
11/20	WEST MUSIC CO	365.59
11/20	BROADWAY MOTORS INC	3,377.30
11/20	GALLS LLC	1,101.00
11/20	NAPA AUTO PARTS	674.82
11/20	AMERICAN COUNCIL ON THE TEACHING OF	125.00
11/20	SEIDLITZ EDUCATION LLC	8,122.12
11/20	TEXAS COUNCIL OF ADMINISTRATORS OF	125.00
11/20	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,502.90
11/20	WEST TEXAS FILTERS INC	5,141.67
12/4	4IMPRINT INC	1,568.78
12/4	ACADEMIC LEARNING COMPANY LLC	3,953.40
12/4	ALL ABOARD AMERICA!	81,761.20
12/4	ALL ABOUT HEARING	1,120.00
12/4	AMERICAN SALES AND SERVICE INC	1,560.00
12/4	AMERIPRIDE SERVICES INC.	529.82
12/4	BUCK'S WHEEL & EQUIPMENT COMPANY	4,760.00
12/4	CENTERS FOR CHILDREN & FAMILIES	2,250.00
12/4	J W PEPPER & SON INC	105.00
12/4	VITAL SIGNS	992.94
12/4	LAKESHORE LEARNING MATERIALS	910.01
12/4	LAWSON PRODUCTS INC	427.22
12/4	PLANK ROAD PUBLISHING INC	290 34.40
12/4	AIM MEDIA TEXAS OPERATING LLC	1,588.10

12/4	O REILLY AUTO ENTERPRISES LLC	2,677.09
12/4	POSITIVE PROMOTIONS	516.93
12/4	SCHOLASTIC BOOK FAIRS	4,768.47
12/4	SCHOLASTIC INC	3,037.66
12/4	SECURED DOCUMENT SHREDDING INC	1,950.00
12/4	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	285.00
12/4	BROADWAY MOTORS INC	481.48
12/4	NAPA AUTO PARTS	344.20
12/4	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,630.97
12/4	BEST CHOICE RESTAURANTS LLC	266.36
12/4	BEST CHOICE COFFEE SERVICES LLC	179.30
12/4	PARTS TOWN, LLC	2,300.69
12/4	SCHOOL SPECIALTY LLC	760.13
12/4	CENTURY RESOURCES LLC	2,179.78
12/4	ODP BUSINESS SOLUTIONS LLC	856.49
12/11	ALL ABOARD AMERICA!	67,772.76
12/11	AMERIPRIDE SERVICES INC.	547.53
12/11	ANCHOR BOLT & SUPPLY	36.00
12/11	AVID CENTER	143,679.00
12/11	B-LINE FILTER & SUPPLY INC	2,790.00
12/11	AUTOMATIC ICE MACHINE	419.25
12/11	COMPUDATA SOLUTIONS LLC	2,649.55
12/11	CRISIS PREVENTION INSTITUTE INC	8,997.00
12/11	DIAMOND BUSINESS SERVICES INC	312.00
12/11	HENRY SCHEIN INC	4,703.75
12/11	HYDROTEX PARTNERS LTD	10,617.85
12/11	J W PEPPER & SON INC	119.99
12/11	VITAL SIGNS	1,691.61
12/11	LAKESHORE LEARNING MATERIALS	727.63
12/11	LAWSON PRODUCTS INC	330.32
12/11	MARK'S PLUMBING PARTS	1,343.22
12/11	MIDLAND SAFETY & HEALTH SALES	175.00
12/11	PLANK ROAD PUBLISHING INC	280.23
12/11	NIMCO INC	499.70
12/11	AIM MEDIA TEXAS OPERATING LLC	436.50
12/11	O REILLY AUTO ENTERPRISES LLC	159.76
12/11	ORIENTAL TRADING COMPANY INC	223.07
12/11	POLLOCK INVESTMENTS INC	14,271.84
12/11	DRI-STICK DECAL CORPORATION	412.45
12/11	SCHOLASTIC BOOK FAIRS	20,164.29
12/11	SCHOOL OUTFITTERS LLC	5,687.92
12/11	SECURED DOCUMENT SHREDDING INC	497.64
12/11	SHERWIN WILLIAMS	35.99
12/11	THE BOSWORTH LTD	151,793.68
12/11	THERMO FLUIDS INC	528.21
12/11	TRANE U.S. INC.	44,040.00
12/11	GALLS LLC	104.62
12/11	FOLLETT SCHOOL SOLUTIONS INC	303.29
12/11	NAPA AUTO PARTS	221.21
12/11	BARNES & NOBLE INC.	249.44

12/11	PINNACLE PROPANE LLC	75.80
12/11	N J MALIN & ASSOCIATES LLC	807.00
12/11	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,697.19
12/11	CONTROL SOLUTIONS	217.00
12/11	SOUTHERN TIRE MART LLC	342.10
12/11	WEST TEXAS FILTERS INC	6,439.28
12/11	BEST CHOICE COFFEE SERVICES LLC	944.30
12/11	PARTS TOWN, LLC	200.95
12/11	SCHOOL SPECIALTY LLC	863.76
12/11	CENTURY RESOURCES LLC	4,881.38
12/11	ODP BUSINESS SOLUTIONS LLC	139.05
11/20	AARON ASHFORD	225.00
11/20	AFTON NAVARRETTE	60.10
11/20	AIR TUTORS LLC	270,750.00
11/20	ALEX CARPENTER	225.00
11/20	ALIVE SANCHEZ	31.96
11/20	ALLISON MENDOZA	25.53
11/20	ALPHA FOODS CO.	43,155.84
11/20	AMAZON CAPITAL SERVICES	47,271.10
11/20	AMAZON CAPITAL SERVICES	1,773.07
11/20	AMAZON CAPITAL SERVICES	27.75
11/20	AMERICAN FAMILY LIFE & CANCER	41.50
11/20	AMERICAN FAMILY LIFE & CANCER	6.00
11/20	ANDERSON TILE SALES INC	422.40
11/20	ANTHONY GARCIA	627.92
11/20	APPLE, INC	608.00
11/20	APRIL BROOKSHIRE	60.50
11/20	ASHLEY M DUNN	50.52
11/20	ASSOCIATION OF TEXAS	2,784.76
11/20	AT&T	10,089.53
11/20	AT&T LONG DISTANCE	53.92
11/20	AT&T MOBILITY	62.40
11/20	ATHLETIC SUPPLY INC	12,897.00
11/20	BECKY RAMIREZ	49.71
11/20	BIMBO BAKERIES USA	2,146.28
11/20	DICK BLICK COMPANY	1,598.68
11/20	BLUE STAR BUS SALES LTD	314.28
11/20	BOOKBINDING & LAMINATING INC	1,857.96
11/20	BRAUN BEEF & CO INC	35,019.84
11/20	BRITTANY MOLINAR	453.45
11/20	BRUNSON FAMILY BBQ	1,134.56
11/20	SPARKLIGHT	469.16
11/20	SPARKLIGHT	2,934.00
11/20	CAITLIN COUCH	78.33
11/20	CANDI HERNANDEZ	350.00
11/20	CHERYL HINESLY	28.81
11/20	CHERYL WILSON	10.59
11/20	CHRISTY KENNEDY	78.99
11/20	CIRCLE P RANCH SUPPLY INC	17.97
11/20	CITY OF ODESSA	800.00

11/20	COCA-COLA SOUTHWEST BEVERAGES LLC	958.56
11/20	COLLEGE BOARD INSTITUTIONS	43,778.24
11/20	COMMERCIAL FOOD SERVICE	3,185.00
11/20	CRYSTAL DAY	259.00
11/20	CULLIGAN WATER CONDITIONING OF WEST TEXAS	90.00
11/20	CURRICULUM ASSOCIATES INC	6,425.55
11/20	CUSTOM SOCK SHOP LLC	1,887.90
11/20	CUSTOM WHOLESALE SUPPLY INC	380.95
11/20	CYNTHIA CORRALEZ	259.00
11/20	CYNTHIA RUBALCADO	73.90
11/20	DANA SAFETY SUPPLY	375.00
11/20	DANNY WRIGHT	1,100.00
11/20	DUAL LANGUAGE EDUCATION OF NEW MEXICO	2,520.00
11/20	ECTOR COUNTY UTILITY DISTRICT	13,987.22
11/20	ELICEO ORTIZ	500.00
11/20	ELISEO GOMEZ	19.23
11/20	ELIZABETH MARJASON	63.78
11/20	ELLEN SMITH	97.35
11/20	EOFFICIAL ENTERPRISES, INC.	107.00
11/20	ESGI, LLC	143.50
11/20	FAMILY & CONSUMER SCIENCES	26.88
11/20	FAMILY SUPPORT REGISTRY	1,186.00
11/20	FOCUS CARE INC	322,000.00
11/20	FIRST FINANCIAL ADMINISTRATORS	31,028.58
11/20	FIRST FINANCIAL ADMINISTRATORS	1,157.64
11/20	FIRST FINANCIAL ADMINISTRATORS	2,537.01
11/20	FOLLETT CONTENT SOLUTIONS LLC	56.58
11/20	PETTY CASH	356.39
11/20	G H DAIRY	35,641.68
11/20	GANDY INK	2,393.55
11/20	GARDENDALE WATER CO	1,267.00
11/20	GLORIA AGUILAR	350.00
11/20	GOPHER SPORT	1,284.01
11/20	GRAINGER	519.35
11/20	GRANDE COMMUNICATIONS NETWORK LLC	1,576.58
11/20	GRANDE COMMUNICATIONS NETWORK LLC	1,641.71
11/20	HUMBERTO HERNANDEZ JR	3,103.32
11/20	INTERBORO PACKAGING CORP.	2,595.00
11/20	IRVING HS - IRVING ISD	675.00
11/20	ISABEL CARDONA	155.31
11/20	ITHAKA HARBORS, INC	780.00
11/20	KEVIN D BALLARD INC	5,924.00
11/20	JASMIN BELSOM-TORRES	259.00
11/20	JAYNE TILLERY	105.79
11/20	JEANETTE ORTIZ	259.00
11/20	JERMIL LEWIS	400.00
11/20	JOE T MUNIZ	259.00
11/20	JOHNNA ROSSON	714.60
11/20	JONATHAN RAMOS	259.00
11/20	JOSE BAUTISTA	25.00

11/20	JUDY RAMIREZ	52.12
11/20	JULIA PAREDEZ	30.28
11/20	KAY'S EMBLEMS INC	1,023.50
11/20	KELLIE THOMAS	74.24
11/20	KENNEDI HERNANDEZ	255.00
11/20	KIMBERLY WELLS	259.00
11/20	KINA PLAIA	30.49
11/20	KRISTEN VESELY	714.60
11/20	LABATT FOOD SERVICE	62,203.79
11/20	LAURA SIKES	338.75
11/20	LAUREN RODRIGUEZ	259.00
11/20	LORENZO R MASONSONG	42.00
11/20	LUIS CARMONA	350.00
11/20	LUIS CARMONA	475.00
11/20	LVR COMMERCIAL FLOORING	53,924.00
11/20	LINDSAY EIBEN	360.00
11/20	MAGDA RODRIGUEZ	48.24
11/20	MAGDALENA G AGUILAR	175.00
11/20	MALLORY POMEROY	51.26
11/20	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	39,162.21
11/20	MARIAH JAQUEZ	259.00
11/20	MARK GABRYLCZYK	175.00
11/20	MAYRA LEYVA	118.73
11/20	MELISA VALENZUELA	325.00
11/20	MELISSA COOPER	58.69
11/20	MICHAEL ELLIS	250.00
11/20	MICHELLE MADRID	82.41
11/20	MONK HOLDINGS LLC	20.00
11/20	MSB CONSULTING GROUP LLC	2,248.20
11/20	MSB CONSULTING GROUP LLC	188.31
11/20	N-TUNE MUSIC & SOUND INC	5,612.00
11/20	NARDONE BROS. BAKING CO. INC.	39,957.30
11/20	NCS PEARSON INC	322.44
11/20	NEARPOD INC	6,700.00
11/20	STATE OF NEW MEXICO	300.00
11/20	NORA ISELA CRUZ	73.30
11/20	ODESSA COLLEGE	1,500.00
11/20	ODESSA CRIME STOPPERS, INC	5,000.00
11/20	ODESSA SIGN SOLUTION LLC	100.00
11/20	SEWCO INC	4,161.18
11/20	ADRIANA CARRASCO	375.00
11/20	AMBER ALLEN	50.00
11/20	AMBERLY HERNANDEZ	300.00
11/20	CAROL TORRES	300.00
11/20	DIANAH JANAPON	200.00
11/20	EMILY MADRID	570.00
11/20	HARLYN FLORES	200.00
11/20	HEAVEN MORRISON	300.00
11/20	JASMINE VIDAL	90.00
11/20	JENNIFER VENZOR	300.00

11/20	LINDA CHAVEZ	300.00	
11/20	MINDY RODRIGUEZ	200.00	
11/20	OTIS ELEVATOR COMPANY INC	31,367.00	
11/20	PENSKE COMMERCIAL VEHICLES US LLC	270.15	
11/20	PERMIAN MOVERS, INC.	150.00	
11/20	PETROPLEX OFFICE SUPPLY, INC.	159.00	
11/20	PRECISION BUSINESS MACHINES INC (PBM)	349.94	
11/20	PRISCILLA TORRES	60.77	
11/20	RACHEL GALVAN	90.45	
11/20	REGION 18 EDUCATION SERVICE CENTER	150.00	
11/20	RICHARD VAN PELT	42.00	
11/20	ROBBINS SALES CO INC	41,935.60	
11/20	ROBERTS TRUCK CENTER OF TEXAS	245.54	
11/20	ROSALITA GARCIA	79.13	
11/20	ROSAS CAFE / BOBBY COX Co.	195.62	
11/20	ROSELL D CAUFIELD	2,600.00	
11/20	S W HOWELL ENGINEERING INC	7,685.00	
11/20	S.A. PIAZZA & ASSOC. INC	81,045.12	
11/20	SARAH PATTON	29.48	
11/20	SCADA ACCESS INC	10,848.00	
11/20	SHARI RILEY	40.00	
11/20	SLAM DUNK FOOD 2 LLC	49.99	
11/20	SOUTHEASTERN PERFORMANCE	137.50	
11/20	STEMARCO DESIGN LLC	46.47	
11/20	KIRSTEN DANIELLE YBARRA	1,000.00	
11/20	SYSCO USA, INC	26,199.62	
11/20	TENNIS OUTLET	549.66	
11/20	TEXAS AFT AMP	266.50	
11/20	TASB, INC	11,550.00	
11/20	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	57.00	
11/20	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	1,170.00	
11/20	TEXAS CLASSROOM TEACHERS ASSOC	4,041.00	
11/20	TEXAS DEPARTMENT OF PUBLIC SAFETY	432.00	
11/20	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	369.26	
11/20	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	135.60	
11/20	TEXAS INSTRUMENTS INC	209.40	
11/20	TEXAS LIFE INSURANCE CO	133,583.66	
11/20	TEXAS TECH UNIVERSITY	10,000.00	
11/20	THE SCRIPPS NATIONAL SPELLING BEE	188.50	
11/20	TREVOR THOMPSON	350.00	
11/20	TYSON PREPARED FOOD, INC.	27,447.84	
11/20	UNITED REFRIGERATION	11.39	
11/20	UNITED WAY OF ODESSA	5,681.28	
11/20	US FOODS, INC.	819.21	
11/20	VALERIE HELITON	71.42	
11/20	VANESSA ALONZO	350.00	
11/20	VANESSA CASTILLO	6,500.00	
11/20	VANESSA SMITH BROWER	62.65	
11/20	VERIZON WIRELESS SERVICES LLC	295	4,068.78
11/20	IMPERIAL BAG & PAPER LLC	20,435.83	

11/20	WALLACE PACKAGING LLC	9,200.00
11/20	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	8,684.50
11/20	WALTER T. HENDERSON	91.35
11/20	WEST TEXAS EDUCATORS	3,222.50
11/20	WEST TEXAS EDUCATORS	207,367.48
11/20	WHITLEY PENN LLP	40,750.00
11/20	ZAPOPAN BUSINESS GROUP LLC	1,598.95
11/20	XEROX CORPORATION	19.00
12/4	ANGEL ORTIZ	3,200.00
12/4	AARON ALEX MOLINA	4.36
12/4	ADELLE PEREZ	14.14
12/4	ALBERT J VALENCIA	115.92
12/4	ALEJANDRA GARCIA	980.08
12/4	ALEX NUNEZ	31.62
12/4	ALLBRIGHT & ASSOCIATES, INC	2,525.00
12/4	ALMA D GUERRERO	1,200.00
12/4	AMANDA VESELY	104.66
12/4	AMANDA VESELY	116.78
12/4	AMAZON CAPITAL SERVICES	36,961.12
12/4	AMERICAN EXPRESS	1,597.75
12/4	AMY JONES	31.89
12/4	ANGELA JOHNSON	44.42
12/4	ANTONIO R GONZALEZ	200.00
12/4	ASLEY SABILLON	1,451.76
12/4	ATKINS HOLLMAN JONES PEACOCK	16,268.75
12/4	AUDIO ACOUSTICS HEARING CENTERS	1,448.00
12/4	BECKY RAMIREZ	40.87
12/4	BECKY RAMIREZ	519.93
12/4	BETHANY IBARRA	34.00
12/4	BIG BEND TELECOM LTD	4,767.00
12/4	BIMBO BAKERIES USA	90.40
12/4	DICK BLICK COMPANY	425.46
12/4	BLUE STAR BUS SALES LTD	619.76
12/4	BRIDGETTE CASAS	85.97
12/4	BRITTANY SWAIM	44.49
12/4	CAVALLO ENERGY TEXAS LLC	177,411.91
12/4	CAROLE CAMPBELL	958.12
12/4	CASEY WERNER	200.00
12/4	CDW-G	81,377.37
12/4	CECILIA KELLAR	280.00
12/4	CHAD PETERSON	375.00
12/4	CHRISTA GALVAN	1,501.75
12/4	CITY OF ODESSA	313,292.00
12/4	CODEHS INC	18,000.00
12/4	COLLEGE BOARD INSTITUTIONS	42,790.18
12/4	CRISTINA FIGUEROA	25.73
12/4	CRYSTAL DAY	280.00
12/4	CULLIGAN WATER CONDITIONING OF WEST TEXAS	148.00
12/4	CYNTHIA RUBALCADO	38.54
12/4	DANIEL BUSTAMANTE	119.53

12/4	DARREN POOL	1,050.00
12/4	DARRYL WILLIAMS	8,305.00
12/4	DAXWELL	9,573.34
12/4	DELESA STYLES	380.00
12/4	DEMETRIC MOORE	980.08
12/4	DEREK BATES	50.00
12/4	DIADEM SPORTS LLC	200.00
12/4	DS WATERS OF AMERICA INC	48.52
12/4	ECISD CULINARY ARTS	860.00
12/4	ECISD EDUCATION FOUNDATION	734.70
12/4	ECTOR COUNTY APPRAISAL DIST	148.41
12/4	ECTOR COUNTY APPRAISAL DIST	8,177.15
12/4	ECTOR COUNTY APPRAISAL DIST	624,552.00
12/4	ELIZABETH GRAY	380.00
12/4	ELODIA RUBIO-ESTOPELLAN	980.08
12/4	EPALLET INC	74,832.80
12/4	ESTRELLA VILLARREAL	90.00
12/4	FIRST FINANCIAL ADMINISTRATORS	207,071.31
12/4	FIRST FINANCIAL ADMINISTRATORS	15,115.00
12/4	FIRST FINANCIAL ADMINISTRATORS	86,053.00
12/4	FIRST FINANCIAL ADMINISTRATORS	4,875.00
12/4	FIRST FINANCIAL ADMINISTRATORS	100.00
12/4	FIRST FINANCIAL ADMINISTRATORS	200.00
12/4	FIRST FINANCIAL ADMINISTRATORS	15,665.50
12/4	FIRST FINANCIAL ADMINISTRATORS	350.00
12/4	FIRST FINANCIAL ADMINISTRATORS	8,543.99
12/4	FIRST FINANCIAL ADMINISTRATORS	5,707.20
12/4	FIRST FINANCIAL ADMINISTRATORS	6,020.46
12/4	FIRST FINANCIAL ADMINISTRATORS	5,671.48
12/4	FIRST FINANCIAL ADMINISTRATORS	4,760.18
12/4	FIRST FINANCIAL ADMINISTRATORS	66,219.24
12/4	FOLLETT CONTENT SOLUTIONS LLC	1,342.18
12/4	G H DAIRY	32,481.14
12/4	GANDY INK	2,174.10
12/4	GILLIAN HERRERA	72.50
12/4	GRANDE COMMUNICATIONS NETWORK LLC	6,719.22
12/4	GRAND FUND INC	110,744.21
12/4	HAPPY GRINGO LLC	220.00
12/4	HEALTH SERVICES ADMINISTRATION	248.84
12/4	HEALTH SERVICES ADMINISTRATION	22,342.81
12/4	HEATHER NATIVIDAD	7.91
12/4	HECTOR LIMON	851.68
12/4	HORTENCIA DEL BOSQUE	146.73
12/4	HORTENCIA DEL BOSQUE	26.53
12/4	AGILE SPORTS TECHNOLOGIES INC	17,150.00
12/4	ISPHERE INNOVATION PARTNERS LLC	28,132.00
12/4	ISTATION	2,890.00
12/4	JACE SCHREIBER	135.55
12/4	JANA AVERY	67.94
12/4	JENNIFER WIMBERLEY	45.36

12/4	JESSICA SOUTHERN	1,525.27
12/4	JESSICA SOUTHERN	409.54
12/4	JNT RESOURCES PARTNERS, LP	2,578.01
12/4	JNT RESOURCES PARTNERS, LP	31,978.50
12/4	JNT RESOURCES PARTNERS LP	37,377.66
12/4	JOIE SEATON	56.75
12/4	KIMBERLY BRYER	87.90
12/4	UIL DISTRICT 2-6A	5,000.00
12/4	LALONNIE KING	380.00
12/4	LISA HARRIS	16.68
12/4	LONE STAR FURNISHINGS	431,113.00
12/4	LORENZO R MASONSONG	90.00
12/4	MAKING WAVES USA LLC	297.00
12/4	MANDY HINOJOS	632.72
12/4	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	19,537.22
12/4	MARCUS MCGLOWN	175.00
12/4	MARGARITA BROOKER	25.39
12/4	MARY FRANCO	874.20
12/4	MARY RAMOS	980.08
12/4	MICA LEIGH GOBER	1,000.00
12/4	MICAH PETTIGREW	36.05
12/4	MICHAEL HAWLEY	1,413.93
12/4	MIRANDA MARTINEZ	380.00
12/4	MIRNA JIMENEZ	851.68
12/4	MISTY HINER	59.23
12/4	MISTY HINER	24.72
12/4	MOBILE COMMUNICATION AMERICA INC	1,628.00
12/4	MONK HOLDINGS LLC	1,042.00
12/4	MSB CONSULTING GROUP LLC	1,603.25
12/4	N-TUNE MUSIC & SOUND INC	13,839.96
12/4	NAOMI FUENTES	380.00
12/4	NATALIE FITZGERALD	473.54
12/4	NAYELI OLIVAREZ	87.84
12/4	NCS PEARSON INC	1,588.38
12/4	ODESSA COLLEGE	250.00
12/4	SEWCO INC	25,701.77
12/4	PAMS LUNCHROOM LLC	200.00
12/4	PATHWAYZ COMMUNICATIONS INC	5,310.91
12/4	BEST OF TEXAS CONTEST	647.90
12/4	PERMIAN MOVERS, INC.	150.00
12/4	PERRY JOHNSON	350.00
12/4	PSI JF PETROLEUM GROUP	210.00
12/4	PETROPLEX OFFICE SUPPLY, INC.	16,158.22
12/4	PIA ANGELI ROSALDO	980.08
12/4	PRECISION BUSINESS MACHINES INC (PBM)	739.17
12/4	QUINCY WHITEHEAD	635.46
12/4	REGION 18 EDUCATION SERVICE CENTER	167,501.90
12/4	REGION 20 EDUCATION SERVICE CENTER	180.00
12/4	ROB RANKIN	125.00
12/4	ROBERTO TREJO	280.00

12/4	ROBERTS TRUCK CENTER OF TEXAS	162.92
12/4	ROBIN FAWCETT	683.14
12/4	ROMAN HUERTA	81.46
12/4	ROSA M DOMINGUEZ	54.94
12/4	SALLY POOL	160.53
12/4	SANDRA BENAVIDEZ	40.28
12/4	SANDRA TALAVERA	280.00
12/4	SENOVIO ORTIZ	380.00
12/4	THE SEWELL FAMILY OF COMPANIES INC	2,089.77
12/4	SIRIUS EDUCATION SOLUTIONS LLC	12,915.00
12/4	SOPHIA OLIVAREZ	1,451.76
12/4	STEMARCO DESIGN LLC	59.95
12/4	STEPHANIE VILLAVICENCIO GARCIA	110.82
12/4	FRANK E GOMEZ	6,000.00
12/4	TEL/LOGIC INC.	36,720.00
12/4	TEXAS A&M ENGINEERING EXTENSION SERVICE	1,700.00
12/4	TEXAS ASSOC FOR BILINGUAL EDUC	2,400.00
12/4	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
12/4	TEXAS STATE TEACHERS ASSOCIATION	40,069.40
12/4	TEYSHA TINDOL	380.00
12/4	THE CINCINNATI LIFE INS. CO	20.04
12/4	THE CINCINNATI LIFE INS. CO	211.48
12/4	TRACEY BORCHARDT	732.92
12/4	TRACY GOMEZ	380.00
12/4	TRANS GLOBAL PRODUCTIONS INC	800.00
12/4	TRAVIS COOPER	96.48
12/4	TROPHY DEN	195.00
12/4	UNITED REFRIGERATION	9.37
12/4	UNIVERSE TECHNICAL TRANSLATION INC	1,248.00
12/4	VALERIE GARCIA	42.14
12/4	VERIZON WIRELESS SERVICES LLC	3,657.83
12/4	VERTICAL SCHOOL PARTNERS LP	1,375.00
12/4	VICTORIA NORENA	64.46
12/4	VICTORIA SMITH	380.00
12/4	IMPERIAL BAG & PAPER LLC	2,201.85
12/4	YVETTE ABILA	1,451.76
12/11	ACCELERATION ACADEMIES	82,203.00
12/11	ADVANCE STORES COMPANY , INC.	787.45
12/11	AIDE EMILIANO	46.70
12/11	ALICIA LIPPMAN	25.26
12/11	AMANDA PADILLA	47.97
12/11	AMANDA VESELY	106.33
12/11	AMARILIS VELEZ ORTIZ	45.83
12/11	AMAZON CAPITAL SERVICES	31,316.44
12/11	AMAZON CAPITAL SERVICES	785.08
12/11	AMELIA WASSEL	41.67
12/11	ANGELA AGUIRRE	56.88
12/11	ANGELA ROMANO	54.81
12/11	ANNIE ARREDONDO	54.00
12/11	ANNIE NELSON	105.93

12/11	ANTHONY GONZALEZ		275.63
12/11	ANTHONY SCOTT		49.31
12/11	ASSOCIATION FOR CAREER AND TECHNICAL EDUCATION		196.78
12/11	AT&T		1,425.70
12/11	AT&T		74.75
12/11	ATHLETIC SUPPLY INC		4,445.00
12/11	ATKINS HOLLMAN JONES PEACOCK		704.00
12/11	AUSTIN PERRIN		375.96
12/11	AUTYM BRUNO		50.85
12/11	AUTYM BRUNO		11.79
12/11	AYANA EVINA-ZE		112.50
12/11	BARRY BROTHERS, LLC		216.00
12/11	BECKY QUIROZ		111.89
12/11	BIMBO BAKERIES USA		5,448.74
12/11	BLANCA LUJAN		36.58
12/11	BRAUN BEEF & CO INC		12,264.84
12/11	BRAZOS DOOR & HARDWARE		1,015.00
12/11	BRENDA H RANGEL		375.96
12/11	SPARKLIGHT		259.18
12/11	CALFED FINANCIAL CORPORATION		14,510.72
12/11	CDW-G		2,001.91
12/11	CECILIA NUNEZ		97.76
12/11	CECILIA VENEGAS		60.84
12/11	CENTER FOR EDUCATOR		55.90
12/11	NBCEC INC		48.59
12/11	CHRISTINA MUNOZ		11.93
12/11	CHRISTINA SIFUENTEZ		36.05
12/11	CHRISTY KENNEDY		314.30
12/11	CIRCLE P RANCH SUPPLY INC		149.50
12/11	CLINT STOWE		130.72
12/11	CORRAL ENVIRONMENTAL CONSULTING, LLC		1,800.00
12/11	CORRAL ENVIRONMENTAL CONSULTING, LLC		2,880.00
12/11	CRISIS PREVENTION INSTITUTE INC		2,949.00
12/11	CRISTA MITCHEL		58.50
12/11	CULLIGAN WATER CONDITIONING OF WEST TEXAS		753.04
12/11	CUSTOM WHOLESALE SUPPLY INC		7.75
12/11	DANA SAFETY SUPPLY		34,241.59
12/11	DANIEL P TIMMONS		60.10
12/11	DELESA STYLES		15.00
12/11	DLR GROUP INC OF TEXAS , A TEXAS CORPORATION		27,300.00
12/11	DRAMA EDUCATION NETWORK		2,519.75
12/11	ECOLAB INC		18,953.88
12/11	ELIZABETH MARJASON		45.29
12/11	ELIZABETH TAYLOR		6.43
12/11	EMILY R CHASCO		75.18
12/11	EMILY REKER		350.00
12/11	ETHAN RUBALCADO		375.96
12/11	EVA FRANKS		58.83
12/11	RANDAL D GLENN	300	1,123.05
12/11	FERGUSON FACILITIES SUPPLY		1,919.28

12/11	FRANCESCA FLORANCE	34.10
12/11	G H DAIRY	34,873.39
12/11	GALLAGHER CONSTRUCTION COMPANY LP	50,000.00
12/11	GALLAGHER CONSTRUCTION COMPANY LP	18,750.00
12/11	GARDENDALE WATER CO	1,093.50
12/11	GENA ALVARADO	800.00
12/11	GRAINGER	1,059.27
12/11	HEATHER DOLLOFF	58.16
12/11	HOME DEPOT USA INC - STORE #562	414.10
12/11	TINA GREGG	782.75
12/11	HUMBERTO HERNANDEZ JR	11,025.65
12/11	HURT EXTERMINATING	15,350.00
12/11	INSOURCE INSURANCE GROUP, LLC	71.00
12/11	JAMI LYN GATEWOOD	81.07
12/11	JENNIFER HERNANDEZ	268.77
12/11	JENNIFER HIGHTOWER	35.38
12/11	JERMIL LEWIS	350.00
12/11	JOCELYNE AGUERO	38.39
12/11	JONERIK DOMINGUEZ	196.58
12/11	JOSEPH LUCAS	77.32
12/11	JUDY RAMIREZ	15.48
12/11	JULIA KELTON	191.62
12/11	JULIA PAREDEZ	21.31
12/11	JULIE SORUM	152.22
12/11	KATIE ARMSTRONG	125.00
12/11	KAY'S EMBLEMS INC	584.50
12/11	KIMBERLY CARRASCO	72.90
12/11	KINA PLAIA	22.85
12/11	KRISTI EICHER	142.17
12/11	LABATT FOOD SERVICE	134,671.74
12/11	LAKRISHA RODRIGUEZ	12.06
12/11	LAREE MORRIS	0.48
12/11	LAWNMOWER SALES AND SERVICE, INC	1,778.06
12/11	LEASE SERVICING CENTER INC	23,334.60
12/11	LILLIANA PANTOJA	18.43
12/11	LILLY TYNER	26.00
12/11	LINDE GAS & EQUIPMENT INC	2,593.80
12/11	LIZETTE REY	492.55
12/11	LUISANA MAURICIO	10.51
12/11	MAGDA RODRIGUEZ	31.36
12/11	MAHIRA SALINAS	75.58
12/11	MALLORY POMEROY	59.16
12/11	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	42,051.46
12/11	MARGARITA ACOSTA	268.77
12/11	MARIA ALEJANDRA CACERES MARTINEZ	59.90
12/11	MARIA ZUBIATE	82.01
12/11	THE MARIACHI CONNECTION	719.95
12/11	MASTERS DISTRIBUTION SYSTEMS COMPANY INC	3,486.24
12/11	MAYRA R ALVAREZ	18.64
12/11	MICHAEL JOE WILLIAMSON	35.64

12/11	MICHELLE MADRID	111.56
12/11	MIDLAND-ODESSA SYMPHONY & CHORALE	3,000.00
12/11	MIREIDA F VELAZCO	51.99
12/11	MSB CONSULTING GROUP LLC	57.52
12/11	N-TUNE MUSIC & SOUND INC	65,079.20
12/11	NATALIE GUARA	63.52
12/11	NATIONAL INSTITUTE FOR AUTOMOTIVE SERVICE	202.00
12/11	NAYELI MARTINEZ	39.87
12/11	NCS PEARSON INC	11,432.00
12/11	NETSYNC NETWORK SOLUTIONS	2,613.50
12/11	NIMBUS DRINKING WATER SYSTEMS	155.00
12/11	NOBUYUKI SHIRAISHI	136.55
12/11	NORA ISELA CRUZ	72.83
12/11	NORMA JIMENEZ	690.54
12/11	NUNEZ FENCE	2,500.00
12/11	ODESSA COLLEGE	2,282.50
12/11	ODESSA COUNCIL FOR ARTS & HUMANITIES	225.00
12/11	ODESSA FAMILY YMCA	57,693.00
12/11	ODESSA SIGN SOLUTION LLC	200.00
12/11	ODESSA SUB CHAPTER BASKETBALL	475.00
12/11	SEWCO INC	5,883.50
12/11	SANDS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	160.00
12/11	OTIS ELEVATOR COMPANY INC	1,310.00
12/11	OZONE LLC	2,989.45
12/11	PATRICIA LOGAN	172.46
12/11	PAULINA FOWLER	37.05
12/11	PBK ARCHITECTS, INC	370,312.50
12/11	PERLA QUINTANA	53.33
12/11	PERMIAN BASIN COUNSELING ASSOCIATION	1,055.00
12/11	SHANNON D GAYLOR	4,855.21
12/11	PERRY JOHNSON	350.00
12/11	PETROPLEX OFFICE SUPPLY, INC.	374.48
12/11	PIRAINO CONSULTING, INC	932.00
12/11	PRECISION BUSINESS MACHINES INC (PBM)	1,663.61
12/11	RACHEL GALVAN	57.75
12/11	REGION 18 EDUCATION SERVICE CENTER	41,925.00
12/11	RICHARD A. ONTIVEROZ	237.44
12/11	RIGO NUNEZ	34.84
12/11	RILEY COFFMAN	194.43
12/11	RODRIGUEZ DRYWALL & PAINT CO	43,750.00
12/11	ROSAS CAFE / BOBBY COX Co.	253.18
12/11	SYNCHRONY BANK	13,379.10
12/11	SAMANTHA SOTELO	568.36
12/11	SAMSARA INC	815.00
12/11	SANDRA BANDA	258.70
12/11	SANDRA CLAIBORNE	52.33
12/11	SCHOOL EMPOWERMENT NETWORK	4,000.00
12/11	SCOTT WALKER	174.40
12/11	SELSA LERMA	265.62
12/11	SHALON JORDAN	20.57

12/11	SHARI RILEY	1,819.28
12/11	SHEILA LACKEY	12.33
12/11	SHERRY MILLER	7.91
12/11	SIEMENS INDUSTRY, INC	6,185.67
12/11	SIMS PLASTIC INC	143.14
12/11	SIRIA DUTCHOVER	35.85
12/11	SKYOP LLC	16,004.96
12/11	SOCORRO RODRIGUEZ	71.42
12/11	SONIA ROCHA	58.22
12/11	STAR TECH GROUP	20,000.00
12/11	STERICYCLE	666.34
12/11	STEVEN FLORES	450.00
12/11	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
12/11	SWEET PIZZA LLC	185.49
12/11	SYSCO USA, INC	40,442.40
12/11	TEXAS BOOK COMPANY	200.75
12/11	TEACHER CREATED MATERIALS INC	5,500.00
12/11	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	1,020.00
12/11	TEA-EPT	805.00
12/11	TEXAS EXCAVATION SAFETY SYSTEM, INC.	18.40
12/11	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
12/11	THE WONDER OF SCIENCE LLC	2,211.81
12/11	TIM GILLEY	43.95
12/11	TNMW OPERATING LLC	700.00
12/11	TRAN NAM LE	31.69
12/11	TROPHY DEN	1,578.00
12/11	ULADIMIR LOPEZ	231.69
12/11	UNITED REFRIGERATION	141.81
12/11	THE UNIVERSITY OF TEXAS AT AUSTIN	9,000.00
12/11	THE UNIVERSITY OF TEXAS AT AUSTIN	17,000.00
12/11	VERIZON WIRELESS SERVICES LLC	813.35
12/11	VIKTORIA R HENDERSON	30.08
12/11	IMPERIAL BAG & PAPER LLC	39,255.95
12/11	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	18,533.91
12/11	WALTER T. HENDERSON	507.40
12/11	WATSON TRUCK & SUPPLY	1,766.41
12/11	WEST TEXAS EDUCATORS	3,191.00
12/11	WHITE HOUSE MEAT MARKET	324.95
12/11	WILLIAM KENT MCCORD	93.80
12/11	ZAPOPAN BUSINESS GROUP LLC	969.40
12/11	XEROX CORPORATION	23,334.58
12/11	XEROX CORPORATION	953.65
11/14	AETNA LIFE INSURANCE COMPANY	115,718.12
11/14	UTPB	283,128.00
11/18	PCARX LLC	144,257.67
11/18	AETNA LIFE INSURANCE COMPANY	197,236.94
11/25	PCARX LLC	146,103.21
11/25	AETNA LIFE INSURANCE COMPANY	414,684.04
12/5	PCARX LLC	125,980.55
12/5	AETNA LIFE INSURANCE COMPANY	34,681.39

12/5	AETNA LIFE INSURANCE COMPANY	393,670.78
12/5	CAREATC INC	92,534.37
12/5	CAREATC INC	7,222.22
12/5	CAREATC INC	5,564.00
12/5	CAREATC INC	3,726.49
12/5	PCARX LLC	26,522.13
12/5	PCARX LLC	19,172.00
12/5	WELLSPRING TELEHEALTH	11,103.75
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	704
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 9,091,717.15



REQUEST FOR APPROVAL TO UPDATE DISTRICT DESIGNEE - OFFICE OF THE GOVERNOR GRANTS

ECISD Police Department and the Community Outreach Center have been awarded grants from the Office of the Governor of the State of Texas, all of which required a Board resolution as part of the application submission for each grant. It is a requirement of each grant to provide a revised resolution when the authorized official is designated by name and the name of that official changes. All resolutions previously approved by ECISD Board of Trustees have been revised to change the name of the authorized official from Dr. Scott Muri to Dr. Keeley Boyer.



802 N. Sam Houston Ave.
Odessa, TX 79761

Resolution For Truancy Prevention Grant

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the Truancy Prevention Grant be operated for the 2024-25 school year, and

WHEREAS, The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full, and

WHEREAS, Ector County Independent School District Board of Trustees previously designated Superintendent Dr. Scott Muri as its authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency, and

WHEREAS, the Office of the Governor of the State of Texas requires recipients of this Grant to provide a revised resolution when the authorized official is designated by name, and the name of that official changes.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves the substitution of Dr. Keeley Boyer, the Interim Superintendent, as its authorized official for all purposes of the Truancy Prevention Grant with the Office of the Governor.

Board President

Signed by: Christopher Stanley, Board President

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

Resolution For Homeland Security State LEPTA Grant

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the Homeland Security State LEPTA Grant be operated for the 2024-25 school year, and

WHEREAS, The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full, and

WHEREAS, Ector County Independent School District Board of Trustees previously designated Superintendent Dr. Scott Muri as its authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency, and

WHEREAS, the Office of the Governor of the State of Texas requires recipients of this Grant to provide a revised resolution when the authorized official is designated by name, and the name of that official changes.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves the substitution of Dr. Keeley Boyer, the Interim Superintendent, as its authorized official for all purposes of the Homeland Security State LEPTA Grant with the Office of the Governor.

Board President

Signed by: Christopher Stanley, Board President

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

Resolution For Rifle Resistant Body Armor Grant

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the Rifle Resistant Body Armor Grant be operated for the 2024-25 school year, and

WHEREAS, The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full, and

WHEREAS, Ector County Independent School District Board of Trustees previously designated Superintendent Dr. Scott Muri as its authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency, and

WHEREAS, the Office of the Governor of the State of Texas requires recipients of this Grant to provide a revised resolution when the authorized official is designated by name, and the name of that official changes.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves the substitution of Dr. Keeley Boyer, the Interim Superintendent, as its authorized official for all purposes of the Rifle Resistant Body Armor Grant with the Office of the Governor.

Board President

Signed by: Christopher Stanley, Board President

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

Resolution For Criminal Justice Grant

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the Criminal Justice Grant be operated for the 2024-25 school year, and

WHEREAS, The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full, and

WHEREAS, Ector County Independent School District Board of Trustees previously designated Superintendent Dr. Scott Muri as its authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency, and

WHEREAS, the Office of the Governor of the State of Texas requires recipients of this Grant to provide a revised resolution when the authorized official is designated by name, and the name of that official changes.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves the substitution of Dr. Keeley Boyer, the Interim Superintendent, as its authorized official for all purposes of the Criminal Justice Grant with the Office of the Governor.

Board President

Signed by: Christopher Stanley, Board President

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)



REQUEST FOR APPROVAL OF DATA SHARING AGREEMENT BETWEEN ECTOR COUNTY ISD AND TEXAS TECH UNIVERSITY

Texas Tech University continues to benefit Ector County ISD as a research practice partner. This data sharing agreement will allow ECISD to leverage the expertise of Texas Tech University to address the attendance challenges our district continues to face. Texas Tech University will collaborate with ECISD and utilize advanced data analytics to assess student attendance patterns, identify systemic and individual barriers, and leverage predictive modeling to recommend targeted interventions, ensuring data-driven strategies for reducing absenteeism. This project will be multi-year and is at no cost to the district.



DATA SHARING AGREEMENT

This Data Sharing Agreement is made between Texas Tech University (“Provider”) and the Ector County Independent School District (“District”). The District and Provider will be referred to individually as a “Party” and collectively referred to as the “Parties”.

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. Data shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the Provider's services. Data also includes all personally identifiable information in education records, directory data, and other non- public information. Student data specifically includes any information pertaining to students enrolled in the District and former students, in any format, maintained by the District, and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”). A specific list of data to be shared is provided in the Appendix.
- B. The District owns and retains rights, title and interest to, or has appropriate possessory rights in, Data. Provider makes no claim of license, title or ownership to or in Data.
- C. All Data accessed or used by the Provider shall at all times be treated as confidential by Provider and shall not be copied, used, or disclosed by Provider for any purpose not related to providing services to the District. As outlined in more detail below, Provider recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said restrictions.

2. PURPOSE, SCOPE, AND DURATION.

- A. For Provider to provide services to the District it may become necessary for the District to share certain Data related to the District’s students, employees, business practices, and/or intellectual property.



DATA SHARING AGREEMENT

- B. The Parties acknowledge that the District is subject to FERPA, which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that the Provider is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because Provider:
- (1) provides an institutional service or function for which the District would otherwise use employees;
 - (2) is under the direct control of the District with respect to the use and maintenance of education records; and
 - (3) is subject to the requirements of FERPA governing the use and disclosure of personally identifiable information from education records.
- C. The parties expect and anticipate that the Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the District pursuant to this Agreement and Services Agreement. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Provider represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.
- D. This Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to the District. Provider agrees to use said Data solely for the purposes of providing services to the District.



DATA SHARING AGREEMENT

- E. At the conclusion of this Agreement, Provider agrees to destroy or transfer to the District under the direction of the District all Data relating to the District, its students, and its employees that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data within five business days of the conclusion of this Agreement, unless otherwise agreed by the Parties in writing.
3. **DATA COLLECTION.**
- A. Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement and the Services Agreement.
4. **DATA USE.**
- A. Provider will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for the improving of services under this Agreement and the Services Agreement.
5. **DATA DE-IDENTIFICATION.**
- A. Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party authorized to receive such Data pursuant to this Agreement unless that party agrees not to attempt re-identification.
6. **MARKETING AND ADVERTISING PROHIBITED.**
- A. Provider shall not use any Data to advertise or market to students, their parents, or District employees or officials.



DATA SHARING AGREEMENT

7. DATA MINING.

- A. Provider is prohibited from mining Data for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

8. DATA SHARING.

- A. Provider shall not share Data with any additional parties, including but not limited to an authorized subcontractor or non-employee agent, without prior written consent of the District or as authorized by the District pursuant to the Services Agreement.
- B. In the event any person(s) seeks to access any Data beyond the access that is provided to Provider's employees for purposes of providing services to the District under this Agreement or beyond the access that is granted by the District under the Services Agreement, Provider will immediately inform the District of such request in writing unless expressly prohibited by law or judicial order. The District will respond to all requests for Data received by Provider; Provider will not respond in any way to such requests for Data unless required by law. Provider shall only retrieve requested Data upon receipt of, and in accordance with, written directions by the District, and Provider shall only provide such Data with express written consent from the District.
- C. Should Provider receive a court order or lawfully issued subpoena seeking the release of such Data or information, Provider shall immediately provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and shall



DATA SHARING AGREEMENT

immediately provide the District with a copy of such court or lawfully issued subpoena prior to releasing the requested Data or information.

9. DATA TRANSFER OR DESTRUCTION.

- A. Provider will ensure that all Data in its possession and in the possession of any subcontractors or agents to which the Provider may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose, but in no event later than within five business days of the termination of this Agreement.

10. RIGHTS AND LICENSE IN AND TO DATA.

- A. Parties agree that all rights, including all intellectual property rights, to Data shall remain the exclusive property of the District, and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement and the Services Agreement. This Agreement does not give Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement or the Services Agreement. This includes the right to sell or trade Data.

11. ACCESS.

- A. Any Data held by Provider will be made available to the District immediately upon request by the District.

12. SECURITY CONTROLS.

- A. Provider shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.
- B. Provider shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.



DATA SHARING AGREEMENT

- C. Provider shall also have a written incident response plan, which shall include, but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data in Provider's possession. Provider agrees to share its incident response plan upon request.

13. NOTIFICATION OF AMENDMENTS TO POLICIES.

- A. Provider shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to, and consent from, the District.
- B. Provider shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Agreement with Provider upon notification of amendment to such terms.

14. NOTIFICATION OF DATA BREACH.

- A. When Provider becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, Provider shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
- B. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the District's discretion, result in the District immediately terminating this Agreement and refusing to enter into a contract with Provider or otherwise allow Provider access to any District Data for a period of not less than five (5) years.
- C. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s) in which the District shares Data with Provider, this Agreement and such underlying agreement(s) may be terminated by the District if Provider fails to cure such



DATA SHARING AGREEMENT

breach within thirty (30) days of receiving written notice from the District of such breach provided that it was directly caused by the Provider's actions or omissions (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach shall identify to the non-breaching Party all steps taken to cure such breach and the estimated timeframe for such cure.

15. INDEMNIFICATION.

- A. Provider shall indemnify and hold harmless the District and its officers, agents, subcontractors, and employees, from any and all claims, losses, suits, or liability, including reasonable attorneys' fees for damages or costs directly resulting from the acts or omissions of Provider that directly cause a breach of personally identifiable information or data, or its officers, agents, subcontractors, or employees while performing under this Agreement.

16. TERMINATION.

- A. The District may terminate this agreement at any time at its discretion upon written notification to Provider. If the District terminates the Agreement, or if Provider ceases to perform services for the District that requires access to Data, Provider shall return to the District all Data delivered to it or collected during the course of the Agreement. Further, Provider shall certify to the District in writing within five (5) business days of the notice of termination to Provider that all copies of the Data stored in any manner by Provider have been returned to the District and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high-level formatting operations.

17. SEVERABILITY.



DATA SHARING AGREEMENT

- A. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court’s ruling will not affect the validity or enforceability of the other provisions of this Agreement.

18. ENTIRE AGREEMENT.

- A. This document states the entire agreement between Provider and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representation, statements, negotiations, or agreements. For avoidance of doubt, the limitation of liability provision set forth in the Services Agreement will apply to this Agreement.

19. GOVERNING LAW AND JURISDICTION.

- A. This Agreement is governed by the laws of the State of Texas. Venue shall lie in Ector County, Texas for any dispute arising out of this Agreement.

Provider

Ector County Independent School District

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Position

Position

Date

Date



DATA SHARING AGREEMENT

APPENDIX

EXHIBIT "A"

DESCRIPTION OF SERVICES FROM PROVIDER:

EXHIBIT “ B”

SCHEDULE OF DATA

Instructions: Provider should identify if District data is collected to provide the described services. If District data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

- We do not collect District Data to provide the described services.
- We do collect District Data to provide the described services.

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application- Please specify:	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
	Date of Birth 320	<input type="checkbox"/>

Demographics	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>

Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
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Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected through the services defined in Exhibit A. If the additional data being requested will not fit in the box below, please add additional pages to the end of this document as appendices as needed.	<input type="checkbox"/>



REQUEST FOR APPROVAL OF COMPLEX COMMUNITY FEDERAL CREDIT UNION SPIRIT DEBIT CARD AGREEMENT

ECISD and the Education Foundation will grant Complex Community FCU permission to use trademarked images owned by ECISD to create Spirit Debit Cards for their customer/member checking accounts. For use of the trademarked image, Complex Community FCU will make an annual contribution to the Education Foundation to support ECISD students in the amount of **\$10,000.00/year** for **3** years. Funds generated through this partnership will be used at the discretion of the Education Foundation Board of Directors to support their mission to create opportunities for education in ECISD.

Spirit Debit Card Agreement

This Agreement, executed on _____, 2024 between the Ector County Independent School District, a political subdivision of the State of Texas (“ECISD”), the Ector County Independent School District Education Foundation, Inc. (dba Education Foundation of Odessa), a 501 (c)(3) Texas nonprofit corporation (“Education Foundation”) and **Complex Community FCU**.

ECISD and the Education Foundation will grant **Complex Community FCU** permission to use trademarked images owned by ECISD to create Spirit Debit Cards for their customer/member checking accounts. For use of the trademarked image, **Complex Community FCU** will make an annual contribution to the Education Foundation in the amount of \$**10,000.00**/year for **3** years. These funds will be allocated to support the Education Foundation’s Teacher Assistance Program (“T.A.P.”).

This Agreement is agreed upon by the Ector County Independent School District, the Education Foundation of Odessa, and **Complex Community FCU**, and is evidenced below by the signatures of each party’s agent.

Ector County Independent School District

By:	
	Dr. Keeley Boyer, Interim Superintendent

By:	
	Chris Stanley, ECISD Board of Trustees President

Education Foundation of Odessa

By:	
	Chris Cole, Education Foundation Board President

Complex Community FCU

By:	
	Jason Berridge, President



**REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING
BETWEEN ECISD AND EDUCATION FOUNDATION OF ODESSA, INC.**

Presented for your consideration is the Memorandum of Understanding between ECISD and the Education Foundation of Odessa, Inc., a nonprofit 501(c)(3) organization whose mission is to create opportunities for education in ECISD.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the **Ector County Independent School District** ("ECISD" or "District") and the **Ector County ISD Education Foundation, Inc. (dba, Education Foundation of Odessa)** ("Foundation") Board of Directors, an independent 501(c)(3) nonprofit organization, desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

A. Public Purposes: ECISD has identified the following educational public purposes for its support of the Foundation:

1. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must seek alternative sources of revenue in order to continue and/or enhance its quality education programs.
2. Maximization of alternative revenue sources requires strong community support.
3. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
4. Continuation of the momentum achieved in maximizing alternative revenue sources for academic programming through the Foundation requires continual commitment from the District.
5. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.

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B. District Commitment: The District agrees to continue providing the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented.

1. Contribute 50% of the salary and benefits for the District employee serving the Foundation as their Executive Director.
2. Provide adequate office space facilities and utilities for the Foundation's administrative office(s).
3. Provide all or a portion of the equipment used by the District employee serving the Foundation.
4. Ensure that the District employee serving as the Foundation's Executive Director dedicates 100% of the employee's job duties to serving the Foundation, in accordance with the District's job description for this position.

C. Foundation Responsibilities:

1. Contribute 50% of the salary and benefits for the District employee serving the Foundation as their Executive Director. Payment is to be submitted by the Foundation to ECISD in January and July of each year.
2. The Foundation agrees that services provided by the District personnel to the Foundation will benefit solely the District and the children of Ector County.
3. The Foundation will use its best efforts to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.
4. The Foundation agrees that it will require the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
5. The Foundation has fiduciary responsibility for the operation of the Foundation and the authorization of the expenditures of funds.

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D. Controls: The District and the Foundation agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

1. The Executive Director of the Foundation and any support personnel serving the Foundation shall be employees of the District and will adhere to the same policies and expectations as other District staff.
2. The Foundation shall abide by all District policies and procedures related to facility and equipment use, personnel, public information, and all other applicable policies.
3. The Foundation shall provide proof of D&O insurance, for its legal, insurance and financial advisors and an annual audit of finances after the conclusion of each fiscal year.
4. The Foundation will be responsible for the annual evaluation of the Executive Director, which the District will take into consideration when making employment decisions concerning or affecting this employee.
5. The Foundation understands that, as a result of the District's investment in the Foundation, the Foundation's documents are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Information Act.

6. The relationship of District and Foundation is limited to that which is set forth herein. No action(s) or undertaking(s) of either party will be construed to create or suggest a partnership, expressed or implied. As separately incorporated organizations, neither District nor Foundation intends nor will either District or Foundation profess a right to obligate or bind the other party; any suggestion of such, orally or in writing, will be considered void and of no further legal effect.

E. Term: The term of this Memorandum of Understanding shall be for a period of one year commencing on the effective date (the date of the last signature below), subject to the automatic annual extension of the anniversary date of the effective date each year thereafter unless either party elects not to so extend by written notice to the other no later than 90 days prior to the anniversary date.

F. Termination: Either party may terminate this MOU following the provision of 90 days' written notice to the other party.

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G. Entire Agreement: This MOU constitutes the entire agreement between the parties pertaining to the subject matter of this MOU and supersedes all prior or contemporaneous agreements and memorandums of understanding of the parties in connection with the subject matter. No modification of this MOU shall be effective unless made in writing, and approved and signed by both parties.

H. Governing Law and Venue: This agreement shall be governed by the laws of the State of Texas and venue for any dispute hereunder shall lie in Ector County, Texas.

AGREED TO this _____ day of _____, 2024.

Ector County Independent School District

Education Foundation of Odessa

By: _____

By:  _____

Title: _____

Title: President _____

Date: _____

Date: December 11, 2024 _____



REQUEST FOR APPROVAL OF WEST TEXAS FOOD SERVICE COOPERATIVE INTERLOCAL AGREEMENT

The West Texas Food Service Cooperative's purpose is to help obtain substantial savings on specific food service items for member districts through volume purchasing. We benefit from this through cost savings and meeting federal, state, and local procurement regulations. We are seeking board approval for the interlocal agreement that is required for our continued participation in the cooperative for the 2025-2026 school year.

SY25-26 Estimated Annual Contract Total-\$4,000,000.00

Child Nutrition and Purchasing

Description:

The goal of the Cooperative is to obtain substantial savings on specific food service items for member districts through volume purchasing. The highest quality products for the best possible prices will be sought. The district should benefit through cost savings, meeting federal and state procurement regulations, and receiving items meeting federal Child Nutrition Program requirements. Participating Education Service Centers will organize and administer The West Texas Food Service Cooperative (Cooperative) with Region 17 Education Service Center acting as the fiscal agent (Coordinating Center).

This agreement is entered into pursuant to the authority granted by Title 7 (Agriculture) of the Code of Federal Regulations, Chapter 791 of the Texas Government Code, and Chapter 8 of the Texas Education Code.

EDGAR COMPLIANCE

CONTRACTS INVOLVING FEDERAL FUNDS: Region 17 ESC may be unable to determine which of its agreements/contracts will be used by cooperative members using federal funds at the time of the procurement process. Therefore, Region 17 ESC intends to competitively procure each contract awarded by Region 17 ESC under Section 44.031 of the Texas Education Code and intends to comply with EDGAR and USDA regulations for every procurement action. To comply with EDGAR, Region 17 ESC will make an independent estimate of the value of goods or services in the current market before receiving bids or proposals. After Region 17 ESC receives bids and proposals, but before awarding a contract, Region 17 ESC will also conduct a price or cost analysis and document its findings. For contracts at or above \$50,000 cooperative members must verify that Region 17 ESC fulfilled its requirement to conduct a cost or price analysis in order to benefit from the ability to purchase goods and services from its purchasing cooperatives directly without the need for additional procurement activities or documentation. Region 17 ESC will provide its *Independent Estimate Determination Form* and *Determination of Cost or Price Reasonableness Form* to a cooperative member upon request, but Region 17 ESC recommends that when circumstances necessitate separate evaluation of lump-sum pricing, cooperative members also conduct an independent evaluation of cost or price reasonableness tailored to the cooperative member's specific purchases so that the cooperative member can independently determine the reasonableness of the cost/price of the particular purchase. Stated differently, if the cooperative member's verification of Region 17 ESC's compliance with EDGAR reveals that the lump-sum price includes goods or services for which Region 17 ESC could not have performed a cost or price analysis, the cooperative member should conduct an independent cost or price analysis.

I. Term of Contract

The term of this contract shall be from the date of acceptance by authorized District personnel through July 31, 2026. The participating party(ies) may with mutual agreement among all other participating parties, rescind the Commercial Purchasing and/or Full-Service component of this contract with a thirty (30) day written notice. If participating in the Commodity Processing component of this contract, the participating party is required to fulfill the contractual obligation until all processed commodity commitments are received. For general termination information, see Section VII.

A signed agreement or at least a verbal commitment from district must be received by the WTFSC by February 15, 2025 for district to participate in commodity processing for contract year.

II. General Provisions

In accordance with United States Department of Agriculture (USDA) regulation and Texas Department of Agriculture (TDA) guidance in the Administrator's Reference Manual Section 17c, the Cooperative is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Consequently, at the end of the contract year, the Cooperative must return all profit in excess of the profit margin as described in the contract to the participating Cooperative's members, i.e., Contracting Entities. The Cooperative's "profit margin", for purposes of this Agreement, shall be the revenue received by the Cooperative through the charging of the vendor fee set forth in "Fee" section below minus the expenses to the Coordinating Center to operate the Cooperative. The Coordinating Center shall retain the profit margin; however, revenue received in excess of the profit margin ("unanticipated profit"), if any, shall be distributed to the Cooperative's members.

III. Fee

No fee shall be charged to members of the Cooperative.

The USDA does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the Cooperative is a totally self-funded entity. To provide this revenue, a fee of .85% of each district Commercial Purchase is charged to the vendor through a Vendor Participation Fee. Through the Commodity Processing bids, a per-truckload fee of \$500.00 is charged to the processor as an Administrative Processing Fee. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. Districts, even though they may incur these fees indirectly, pay no direct fee to the Cooperative for participation.

IV. ESC 17 (Coordinating Center) will be responsible for the following:

- Provide for the organizational and administrative structure of the cooperative.
- Provide for staff time necessary for efficient operation of the cooperative.
- Host Regional Advisory Board meetings for commercial bid purchasing and commodity processing components.
- Provide onsite and/or technology based regional and/or area trainings as requested/necessary.
- Initiate and implement activities related to the bidding and vendor selection process, in accordance with formal procurement procedures for Texas public schools.
- Review annual fiscal report with member districts at a Fall Advisory Board Meeting.
- Provide districts with Service Report/Product Comment Forms to address quality assurance and vendor complaint issues consistently.
- The Cooperative will not be held responsible for product warranties, product qualities, failure to deliver by vendor(s), or failure of payment to vendor(s) by participating members.
- Manage awarded contracts including:
 - Utilizing cost/price analysis
 - Maintaining awarded catalog(s)
 - Monitoring addition of new goods and/or services
 - Monitoring value of contract(s), i.e., Material Change
 - Material change means a modification that exceeds and/or alters the terms of the original contract between WTFSC, its cooperative members, and Vendor in the amount of 10% of total contract value.

V. Role of the participating district:

- Commit to participate in the Cooperative by resolution of the governing body.
- Designate a contact person for the Cooperative.
- Return all necessary forms to the Cooperative in a timely fashion with appropriate signatures.
- Abide by directives and decisions of the Regional Advisory Boards and Coordinating Center.
- Abide by Texas Department of Agriculture Roles and Responsibilities for Further Processing of USDA Foods as per the Contract Packet via TX-UNPS.
- Prepare purchase orders issued to the appropriate vendor(s)/processor(s) from the official award list provided by the Cooperative.
- Accept shipments of products in accordance with standard HACCP delivery procedures and the Cooperative delivery agreements.
- Pay vendor(s) as per awarded terms and conditions unless prior arrangements have been made between the participating member and the vendor(s). All deliveries will be made in accordance with the specified delivery schedule in each bid document.
- Manage awarded contracts including:
 - Notifying WTFSC of issues regarding vendors and product quality by submitting the Service Report/Product Comment Forms as necessary
 - Following proper procedures to request additional items to be added to bid catalog
 - Verify accuracy of invoices and authorizing payments consistent with contract terms
 - Monitor any changes to the contract through the amendment process allowed by the terms of the contract

VI. Amendments

This agreement may be amended only by agreement of both parties. Amendments may include:

- Change in Contract Options
- Change in Designee

VII. Termination of Contract

This agreement may be terminated for any of the following reasons:

- The Cooperative member submits a written thirty (30) day notice to the ESC terminating the Agreement.
- The Coordinating Center gives the district thirty (30) days written notice that the district has failed to uphold outlined roles of the agreement.
- The Coordinating Center gives the district thirty (30) days written notice of regulation changes that void the contract

VIII. Additional Info

- Compensation. The parties agree that the contractual payments under this Agreement and any related exhibits and documents are amounts that fairly compensate ESC 17 for the services or functions performed under the Agreement.
- Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

- Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Lubbock County, Texas, unless otherwise mandated by law.
 - Warranty. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.
-

Commercial Food Purchasing (Through awarded distributor. Example: Labatt)

Yearly Cost: \$0.00

Reset

Commodity Processing (Must participate in the USDA/TDA commodity processing program)

Yearly Cost: \$0.00

Reset

Full-Service Delivery (Milk, Bread, Novelties, etc. shipped direct to CE. Example: Gandy's)

Select the Full-Service Delivery Services you will be Utilizing:

Milk Delivery through:

Fresh Bread through Bimbos Bread

Ice Cream Novelties through Klement Distributors

Yearly Cost: \$0.00

Reset

Specialty Beverages through Trident Beverages

Yearly Cost: \$0.00

Reset

Fresh Meat

Direct Source Meat (DSM)

Yearly Cost: \$0.00

Reset

Quintero's Meat Co.

Yearly Cost: \$0.00

Reset

Designee (click here to enter designee information)

Child Nutrition Director or Cafeteria Manager authorized to coordinate all Cooperative activities with WTFSC/ESC 17 staff

Designee Name: Jieun Pando

Designee Title: Director of School Nutrition

Designee Email: Jieun.Pando@ectorcountyisd.org

ESC Region #: 18

Yearly Cost: \$0.00

Reset

Annual Rate: \$0.00

Contact Information

Name , Phone# , PO#



REQUEST FOR APPROVAL OF DATA SHARING AGREEMENT BETWEEN ECTOR COUNTY ISD AND ZONDA EDUCATION

Administration is recommending the approval of a Data Sharing Agreement with Zonda Education. Zonda Education will provide demographic evaluation services to Ector County ISD. The demographic information that is gleaned from this relationship will inform staffing and other district planning decisions over the next several years.



DATA SHARING AGREEMENT

This Data Sharing Agreement is made between _____ (“Provider”) and the Ector County Independent School District (“District”). The District and Provider will be referred to individually as a “Party” and collectively referred to as the “Parties”.

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. Data shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the Provider (or any authorized end user(s)) uploads, enters, or generates as an incident of service or training that Provider provides to the District pursuant to this Agreement and Services Agreement. Data also includes all personally identifiable information in education records, directory data, and other non- public information. Student data specifically includes any information pertaining to students enrolled in the District and former students, in any format, maintained by the District, and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”). A specific list of data to be shared is provided in the Appendix.
- B. The District owns and retains rights, title and interest to, or has appropriate possessory rights in, Data. Provider makes no claim of license, title or ownership to or in Data.
- C. All Data accessed or used by the Provider shall at all times be treated as confidential by Provider and shall not be copied, used, or disclosed by Provider for any purpose not related to providing services to the District. As outlined in more detail below, Provider recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said restrictions.

2. PURPOSE, SCOPE, AND DURATION.



DATA SHARING AGREEMENT

- A. For Provider to provide services to the District it may become necessary for the District to share certain Data related to the District's students, employees, business practices, and/or intellectual property.
- B. The Parties acknowledge that the District is subject to FERPA, which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. The Parties agree that the Provider has a legitimate educational interest in personally identifiable information from education records under FERPA for reason(s) outlined in ECISD Policy FL (LEGAL).
- C. The parties expect and anticipate that the Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the District pursuant to this Agreement and Services Agreement. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Provider represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.
- D. This Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to the District. Provider agrees to use said Data solely for the purposes of providing services to the District.
- E. At the conclusion of this Agreement, Provider agrees to destroy or transfer to the District under the direction of the District all Data relating to the District, its students, and its employees that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data within five



DATA SHARING AGREEMENT

business days of the conclusion of this Agreement, unless otherwise agreed by the Parties in writing.

3. DATA COLLECTION.

- A. Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement and the Services Agreement.

4. DATA USE.

- A. Provider will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for the improving of services under this Agreement and the Services Agreement.

5. DATA DE-IDENTIFICATION.

- A. Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party authorized to receive such Data pursuant to this Agreement unless that party agrees not to attempt re-identification.

6. MARKETING AND ADVERTISING PROHIBITED.

- A. Provider shall not use any Data to advertise or market to students, their parents, or District employees or officials.

7. DATA MINING.

- A. Provider is prohibited from mining Data for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data mining is



DATA SHARING AGREEMENT

defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

8. DATA SHARING.

- A. Provider shall not share Data with any additional parties, including but not limited to an authorized subcontractor or non-employee agent, without prior written consent of the District or as authorized by the District pursuant to the Services Agreement.
- B. In the event any person(s) seeks to access any Data beyond the access that is provided to Provider's employees for purposes of providing services to the District under this Agreement or beyond the access that is granted by the District under the Services Agreement, Provider will immediately inform the District of such request in writing unless expressly prohibited by law or judicial order. The District will respond to all requests for Data received by Provider; Provider will not respond in any way to such requests for Data unless required by law. Provider shall only retrieve requested Data upon receipt of, and in accordance with, written directions by the District, and Provider shall only provide such Data with express written consent from the District.
- C. Should Provider receive a court order or lawfully issued subpoena seeking the release of such Data or information, Provider shall immediately provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court or lawfully issued subpoena prior to releasing the requested Data or information.

9. DATA TRANSFER OR DESTRUCTION.

- A. Provider will ensure that all Data in its possession and in the possession of any subcontractors or agents to which the Provider may have transferred Data are



DATA SHARING AGREEMENT

destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose, but in no event later than within five business days of the termination of this Agreement.

10. RIGHTS AND LICENSE IN AND TO DATA.

- A. Parties agree that all rights, including all intellectual property rights, to Data shall remain the exclusive property of the District, and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement and the Services Agreement. This Agreement does not give Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement or the Services Agreement. This includes the right to sell or trade Data.

11. ACCESS.

- A. Any Data held by Provider will be made available to the District immediately upon request by the District.

12. SECURITY CONTROLS.

- A. Provider shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.
- B. Provider shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- C. Provider shall also have a written incident response plan, which shall include, but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data in Provider's possession. Provider agrees to share its incident response plan upon request.

13. NOTIFICATION OF AMENDMENTS TO POLICIES.



DATA SHARING AGREEMENT

- A. Provider shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to, and consent from, the District.
- B. Provider shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Agreement with Provider upon notification of amendment to such terms.

14. NOTIFICATION OF DATA BREACH.

- A. When Provider becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, Provider shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
- B. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the District's discretion, result in the District immediately terminating this Agreement and refusing to enter into a contract with Provider or otherwise allow Provider access to any District Data for a period of not less than five (5) years.
- C. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s) in which the District shares Data with Provider, this Agreement and such underlying agreement(s) may be terminated by the District if Provider fails to cure such breach within thirty (30) days of receiving written notice from the District of such breach provided that it was directly caused by the Provider's actions or omissions (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach shall identify to the non-breaching Party all steps taken to cure such breach and the estimated timeframe for such cure.



DATA SHARING AGREEMENT

15. INDEMNIFICATION.

- A. Provider shall indemnify and hold harmless the District and its officers, agents, subcontractors, and employees, from any and all claims, losses, suits, or liability, including reasonable attorneys' fees for damages or costs directly resulting from the acts or omissions of Provider that directly cause a breach of personally identifiable information or data, or its officers, agents, subcontractors, or employees while performing under this Agreement.

16. TERMINATION.

- A. The District may terminate this agreement at any time at its discretion upon written notification to Provider. If the District terminates the Agreement, or if Provider ceases to perform services for the District that requires access to Data, Provider shall return to the District all Data delivered to it or collected during the course of the Agreement. Further, Provider shall certify to the District in writing within five (5) business days of the notice of termination to Provider, that all copies of the Data stored in any manner by Provider have been returned to the District and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high-level formatting operations.

17. SEVERABILITY.

- A. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of this Agreement.

18. ENTIRE AGREEMENT.



DATA SHARING AGREEMENT

- A. This document states the entire agreement between Provider and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representation, statements, negotiations, or agreements. For avoidance of doubt, the limitation of liability provision set forth in the Services Agreement will apply to this Agreement.

19. GOVERNING LAW AND JURISDICTION.

- A. This Agreement is governed by the laws of the State of Texas. Venue shall lie in Ector County, Texas for any dispute arising out of this Agreement.

Provider

Ector County Independent School District

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Position

Position

Date

Date



DATA SHARING AGREEMENT

APPENDIX

EXHIBIT "A"

DESCRIPTION OF SERVICES FROM PROVIDER:

EXHIBIT “ B”

SCHEDULE OF DATA

Instructions: Provider should identify if District data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

- We do not collect LEA Data to provide the described services.
- We do collect LEA Data to provide the described services.

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application- Please specify:	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
	Date of Birth 345	<input type="checkbox"/>

Demographics	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>

Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
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Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected through the services defined in Exhibit A. If the additional data being requested will not fit in the box below, please add additional pages to the end of this document as appendices as needed.	<input type="checkbox"/>



REQUEST FOR APPROVAL OF 2025-2026 DUAL CREDIT MATRIX

District request for Dual Credit Matrix to be approved by the Board of Trustees for the 2025-2026 school year. Dual Credit Matrix is a list of courses used to show the alignment between ECISD, OC, and UTPB courses. Students are able to select from these courses to obtain both high school and college credits.

Attached is the 2025-2026 Dual Credit Matrix.



ECISD Dual Credit Programs
2025 and Beyond

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Dual Credit FAQs

What is dual credit?

- Dual credit is a process through which a student may earn high school credit for successfully completing a college course that provides advanced academic instruction beyond, or in greater depth than, the Texas Essential Knowledge and Skills (TEKS) for a corresponding high school course. The “dual credit” earned is college credit and high school credit for one course.

What certifications must a teacher have to teach a course for dual credits?

- For college-level academic courses, the Southern Association of Colleges and Schools (SACS) requires a master’s degree or doctoral degree with 18 graduate hours in the discipline being taught. For workforce education courses, SACS requires a bachelor’s degree in the discipline or an associate degree plus demonstrated competencies in the discipline. When districts partner with technical or community colleges to offer dual credit, including local or statewide articulated Career and Technical Education (CTE) courses, the postsecondary faculty must meet SACS teacher requirements.
- College faculty is not required to obtain certification through the State Board of Educator Certification when teaching high school students for dual credit. Courses for dual credit may be taught by appropriately qualified public education employees or by employees of the institution of higher education.

Who awards grades in courses for dual credit?

- Grades are assigned by the teacher of record. Unless the student is required to participate in additional instructional activities to ensure complete mastery of all the TEKS, the grade on the high school transcript should be the same as the grade on the college transcript. If the college awards only letter grades, the following conversion scale will be used:

A+ = 98 A = 95 A- = or < 92
B+ = 88 B = 85 B- = or < 82
C+ = 78 C = 75 C- = or < 72
D+ = 68 D = 65 D- = or < 62
F = 55

Are grades in courses for dual credit weighted when calculating the student’s high school grade point average (GPA)?

- All grading decisions, including those affecting GPA, are made according to local school board policy.
- Campus registrars are responsible for inputting the correct GPA weighting.
- Counselors will review the GPA for accuracy.

Who pays the cost of courses for dual credit?

- Students are required to pay for tuition, books, and fees related to dual credit, though sometimes the college waives or reduces these costs.

Who pays for textbooks?

- The student taking the college course for dual credit pays for the textbook.

Dual Credit Enrollment Guidelines

Procedures

The following are steps **high school students** must take for admissions and registration for a dual credit course. Certain restrictions apply. Please consult your High School Counselor, College and Career Advisor, or your CTE Counselor for additional information.

The ECISD Deadline for Dual Enrollments:

For new students to dual classes: The Thursday prior to the beginning of the first day of class.

For existing Dual credit students: The third day of class.

1. You MUST meet with your High School Counselor to:

1. Check TSIA scores and TSIA exemptions
2. Check Dual Credit Matrix for the course you are requesting
3. Check your endorsement area. If the requested course is changing your endorsement area, you and your parent(s) must sign the endorsement change.
4. Check prerequisites
5. Explain and accept student and parent signatures on the ECISD Dual Credit Agreement form
6. Complete Application for college admissions
7. Register the student for the class(es)

2. Admissions for new dual credit students

- All new students must apply for admissions to either Odessa College or UTPB. Please see your High School Counselor, College and Career Advisor or your CTE counselor for admission information.

*Returning students who have been continuously enrolled (have not skipped a fall or spring semester) do not need to reapply for admissions. Proceed to step 2.

3. Official high school transcript

- College and Career Advisors, High School Counselor or CTE counselor will submit the student's high school transcript to the college with the registration form.

4. Testing requirements

- Students may be exempt from testing requirements based on TSIA exempt course, EOC, or PSAT/ACT/SAT scores. Please see the "Texas Success Initiative Exemptions" in the chart below. For students who are not exempt, TSIA testing is provided at Odessa High School or Permian High School prior to registration. Please check with your High School Counselor, College and Career Advisor, or CTE Counselor.

Early Admissions

The college early admissions program allows 9th – 12th grade students who are eligible through TSIA scores to enroll at a college campus while still in high school. These courses do not count as ECISD courses and are not recorded on the student's high school schedule or transcript. Registration is completed through the college campus. Please see the warnings below. Please see your High School Counselor or College and Career Advisor before registering for Early Admission.

Early Admissions and Dual Credit Warnings

Please be aware that after 120 hours of college credit, the student may be required to pay graduate level fees while still working on a bachelor's degree. Please make sure you are taking courses aligned with your university degree plan or courses that are in the core courses of those that will transfer to other universities. For more information, please see [Texas Higher Education Coordinating Board](#) website for more information. Please check with your university concerning declaring a major. Some universities will have maximum credit limits requiring the student to choose a college major after that credit limit is met.

Please understand that college courses are rigorous. Both Early Admissions and Dual courses will affect your college GPA. Only certain dual courses will affect your high school GPA. If your GPA falls below a 2.0 on the 4.0 scale used for college, it will impact your ability to qualify for financial aid.

Eligibility for Automatic College Admission

In accordance with Texas Education Code (TEC), 51.803, a student is eligible for automatic admission to a college or university as an undergraduate student if the applicant earned a grade point average in the **top 10 percent** of the student's high school graduating class and the applicant:

1. Earned the Distinguished Level of Achievement under the Foundation High School Program: or
2. Satisfied ACT's College Readiness Benchmarks on the ACT assessment or earned a score of at least 1,500 out of 1600 or the equivalent on the SAT assessment.

To qualify for automatic admission an applicant must:

1. Apply before the deadline established by the college or university to which the student seeks admission
2. Provide a high school transcript or diploma that indicates whether the student has satisfied or is on schedule to satisfy the requirements of the Distinguished Level of Achievement under the Foundation High School Program.

For automatic admission to the University of Texas at Austin students must meet the following admission requirements:

- Summer/Fall 2023 and Spring, 2024: Top 6%
- Summer/Fall 2024 and Spring, 2025: Top 6%
- Summer/Fall 2025 and Spring, 2026: Top 6% (automatic admission is now limited to 75 percent of the university's enrollment capacity designated for first-time resident undergraduate students.)

NCAA Eligibility

National Collegiate Athletic Association Bylaw 5-1-(j) requires high school graduates to have met certain standards in their high school program of studies to be eligible to participate in intercollegiate athletics during their freshman year at NCAA-member colleges: Refer to the [NCAA website for more information](#).

Textbooks

Dual credit instructors shall be required to use the college departmentally approved textbook (s) and any other materials as set by college department policies. These standards shall be upheld regardless of the student composition of the class. Requests for use of alternate materials must have prior approval from the college department head by the end of the spring semester for the following school year. The ECISD instructor will then notify the subject curriculum coordinator and the ECISD department chair the name of the textbook that has been selected and approved.

Student Responsibility

Textbooks: Students enrolled in Dual courses are responsible for purchasing the textbook(s) as required by the college institution.

Grading: Please refer to the [Dual Credit Agreement](#) form

Dual Credit Scheduling

- 9th and 10th Grade students will be placed in online dual classes before and after their full-day schedule with ECISD.
- Students may not be placed into online dual credit courses during 2nd period.
- 11th and 12th grade students must sit face-to-face for 4 credit-bearing courses before they are approved for online courses or courses on the college campus which do not report attendance to ECISD.
- Students will be enrolled in the face-to-face section on the ECISD campus when possible.

OHS, PHS AND NTO: Students taking 8-week courses must meet the registration deadlines at the beginning of each semester. Dual courses are subject to change due to pathway and course requirements by Odessa College or UTPB.

TSIA Testing

Texas Success Initiative Exemptions For Dual Credit Enrollment

The Texas Success Initiative (TSIA) (Texas Education Code 51.3062) is a comprehensive program of assessment, advising, developmental education, and other strategies to ensure college readiness. Students are encouraged to speak to a counselor or advisor about their responsibilities regarding the TSIA. Students who are first-time college students, initial testing will be required prior to your first semester.

Exemptions

Basis for exemption	Requirements
ACT Test Results (within 5 years of test)	Composite score of 23 Minimum of 19 on the English test and/or the math test; sh all be exempt for those corresponding sections
PSAT	Refers to junior level students who plan to take dual credit. The exemption applies to the student who achieves a score of 460 on reading and 510 on math on the PSAT/NMSQT.
SAT Test Results (within 5 years of test)	480 on Reading and 530 on Math
ACT Plan 11 th grade is exempt from placement testing if achieving a	Composite score of 23 on the PLAN with a 19 or higher in mathematics and English
STAAR EOC Exams Level I Certificate Students not seeking a degree	English II EOC, minimum scale score of 4,000 Algebra I EOC, minimum scale score of 4,000 and completion of Algebra II course with a 70 or higher. This is a waiver only for dual credit purposes. This is not an exemption. Technical programs with 42 or fewer semester credit hours Students not seeking a degree or certificate – testing deferred Students wishing to enroll in classes for personal enrichment. Those classes must not be of the nature to require college level skills in reading, writing or math. Maximum of 18 hours, cumulative.

Passing Scores at a Glance

TSIA (Valid for 5 years)	Reading	Reading 351	
	Writing	Writing Essay or 5 Writing Essay 4/340	
	Math	Math 350	
TSIA2 (Valid for 5 years)	ELAR	CRC 945 – 990 <u>AND</u> Essay 5-8 <u>OR</u> 910-944 and Diagnostic level 5-6 and Essay 5-8	Needed if haven't passed both previous TSIA Reading and Writing
	MATH	CRC 950-990 OR CRC 910-949 and Diagnostic Level 6	

ECISD Dual Credit Agreement

Student Name _____

Student ID# _____

Entering Semester _____

Date _____

The purpose of the ECISD Dual Credit Agreement is to inform the student and parent of the dual credit policies that are established by Ector County Independent School District. It is imperative that parents and their students enrolled in Dual Credit College Level Courses understand that these dual credit college courses are managed differently than high school courses. This form is your signed agreement that all parties understand and agree to the following policy.

Student/Parent Initials

1. ___/___ I understand that college level courses are more rigorous, and that "grading policies" differ from ECISD. (Example: College Instructors are not required to take a minimum number of grades.)
2. ___/___ I understand that dual credit college grades are reported as "progress grades" and not averaged each six weeks. A final grade is reported at the end of the semester and will replace all 6-week grades. I understand that it is the parent's responsibility to monitor my student's progress throughout the entire semester.
3. ___/___ I understand that if "I" the student is having difficulty in my college class, it is the student's responsibility to conference with the instructor, NOT the parent's responsibility. A FERPA (Family Educational Rights and Privacy Act) agreement must be signed by the student granting access to their college education records.
4. ___/___ Students can find instructor phone numbers, office hours and email addresses on the OC webpage (<https://www.odessa.edu/employees/dir/default.aspx>) or the UTPB webpage (<http://general.utpb.edu/directory/directory.asp>)
5. ___/___ Counselors, administrators, and UIL sponsors will not contact college faculty on behalf of dual-enrolled students but may only facilitate the student making the contact.
6. ___/___ I understand that if a student has failed or is failing a college level subject in the current or previous semester, the high school college and career advisor will not give the student permission to register for a college class in the same subject area the following semester. A student denied registration for dual classes may appeal to the campus principal.
7. ___/___ I understand that I must contact my Campus Counselor or College and Career Advisor in order to drop a dual credit course. I understand that I must drop dual credit college courses during the first three weeks of the course so that placement can be made to a regular course on campus. Students who have extenuating circumstances and want to drop after the three-week period must obtain special permission from the Campus College and Career Advisor. Approved students will not be scheduled into a regular course on campus but will be informed of options to regain the credit.
8. ___/___ I understand that, if I drop a dual credit course which causes me to be below 4 scheduled courses, I must have approval from the Campus Principal and upon approval will become a Part-Time Student in which I will not be UIL eligible.
9. ___/___ I understand that all District Policies and UIL eligibility guidelines for students who drop a class while failing will be followed. (Local district policies are posted on the ECISD website and UIL eligibility guidelines can be found in the UIL side-by-side.) A student in an Advanced Placement (AP) course, an International Baccalaureate (IB) course, or an honors course in English, language arts, mathematics, science, social studies, economics, or a language other than English, shall be exempt from no pass, no play provisions if the student maintains at least a 60 average in the course. The exemption shall also apply to dual credit courses, including dual credit elective courses, when the student maintains at least a 60 average in the course.
10. ___/___ I understand that, if I am a 9th or 10th grade student, my dual credit "online" courses will be scheduled before or after the school day. If I am an 11th or 12th grade student, my "online" courses will be scheduled either the first or last period of the day when possible.
11. ___/___ I understand that it is MY responsibility as the student to request my access to Blackboard and Complete the Dual Credit Blackboard Orientation through Odessa College or UTPB.
12. ___/___ I understand that, if my College GPA drops below a 2.0, I will not be eligible for financial aid until my College GPA meets the Financial Aid Requirements. The financial aid requirements may be found at www.fafsa.ed.gov.

By signing this ECISD Dual Credit Agreement, I have acknowledged the ECISD dual credit policies.

Student's Signature

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Parent's/Guardian's Signature

Dual Credit Core Courses

The course information provided in this dual course matrix is subject to programmatic modifications at the discretion of the respective colleges and ECISD.

Foundation

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>College Readiness and Study Skills (CRSS) Credit: 0.5 GPA (pre 2027 grad): None GPA (2027 grad +): 4.5 Course Number: 2143 PEIMS: 03270100</p>	<p>EDUC 1300 Learning Framework Credits: 3 hours Prerequisite: None No TSI Required</p> <p><i>Check with your University to ensure this course will transfer.</i></p>	

English

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>English III D Semester I Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4552 PEIMS: # 03220300 ECISD Prerequisite: HS English I, English II</p>	<p>ENGL 1301 Composition I Credit: 3 Hours Prerequisites: TSIA2 ELAR</p>	<p>ENGL 1301 Composition I Credit: 3 Hours Prerequisites: TSIA2 ELAR</p>
<p>English III D Semester 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4553 PEIMS # 03220300 ECISD Prerequisite: English III D S1</p>	<p>ENGL 1302 Composition II Credit: 3 hrs. Prerequisite: ENGL 1301 credit with a 70 or higher</p>	<p>ENGL 1302 Composition II Credit: 3 hours Prerequisite: ENGL 1301</p>
<p>English IV D Semester I Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4554 PEIMS # 03220400 ECISD Prerequisite: English III D S2</p>	<p>ENGL 2322 British Literature I to 1800 Credits: 3 hrs. Prerequisite: ENGL 1302 credit with a 70 or higher</p>	<p>ENGL 2322 British Literature to 1800 Credits: 3 hrs. <u>OR</u> 2327 American Literature to 1865 Credits: 3 hrs. Prerequisite: ENGL 1302</p>
<p>English IV D Semester II Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4555 PEIMS # 03220400 ECISD Prerequisite: English IV D S1</p>	<p>ENGL 2323 British Literature I Since 1800 Credits: 3 hrs. Prerequisite: ENGL 2322 credit with a 70 or higher</p>	<p>ENGL 2323 British Literature I Since 1800 Credits: 3 hrs. Prerequisite: ENGL 2322 credit with a 70 or higher <u>OR</u> 2328 American Literature since 1865 Credits: 3 hrs. Prerequisite: ENGL 2327</p>
<p>Creative Writing D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 3358 PEIMS 03221200</p>	<p>ENGL 2307 Creative Writing I Credits: 3 hrs. Prerequisite: English 1301 and 1302</p>	

Mathematics

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Precalculus D Semester I Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 2483 PEIMS# 03101100</p> <p>Prerequisite: HS Algebra I, Algebra II & Geometry</p>	<p>MATH 1314 College Algebra Credits: 3 hrs.</p> <p>Prerequisite: TSIA2 Math</p>	<p>MATH 1314 College Algebra Credits: 3 hrs.</p> <p>Prerequisite: TSIA2 Math</p>
<p>Precalculus D Semester II Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4533 PEIMS# 03101100</p> <p>Prerequisite: HS Algebra I, Algebra II & Geometry</p>	<p>MATH 2412 Precalculus Credits: 4 hrs.</p> <p>Prerequisite: Math 1314</p>	<p>MATH 2412 Precalculus Credits: 4 hrs.</p> <p>Prerequisite: TSIA2 Math</p>
<p>Calculus I D Sem1 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4465 PEIMS # 03102501</p> <p>Prerequisite: Pre Calculus</p>	<p>MATH 2413 CALCULUS I Credit: 4 hrs.</p> <p>Prerequisite:</p> <ul style="list-style-type: none"> ● MATH 2412 ● TSIA2 Math 	<p>MATH 2413 CALCULUS I Credit: 4 hrs.</p> <p>Prerequisite: MATH 2412</p>
<p>Calculus I D Sem 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4466 PEIMS # 03102501</p> <p>Prerequisite: Calculus I D Sem 1</p>	<p>MATH 2414 CALCULUS II Credits: 4 hrs.</p> <p>Prerequisite: MATH 2413</p>	<p>MATH 2414 CALCULUS II Credits: 4 hrs.</p> <p>Prerequisite: MATH 2413</p>

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Accounting II D Credits: 1.0 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4568 PEIMS #13016700</p> <ul style="list-style-type: none"> • This course is offered online only. Students will earn one credit in one semester. • This course can count as a 3rd math credit. • Prerequisite: Accounting I 	<p>ACCT 2302 Principles of Accounting II Credits: 3 hrs.</p> <p>(Transfers to Universities) Prerequisite: ACCT 2301</p> <p>Online Only</p>	
<p>Contemporary Math D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 2491 PEIMS #03102500</p> <p>Prerequisites: Algebra I, Geometry, Algebra II</p>	<p>MATH 1332 Contemporary Math I Credits: 3 hrs.</p> <p>Prerequisite: TSIA2 Math</p>	<p>MATH 1332 Contemporary Math I Credits: 3 hrs.</p> <p>Prerequisite: TSIA2 Math</p>
<p>Math for Teachers Credits: 1.0 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 8804 PEIMS 3102400</p>	<p>MATH 1350 Math for Teachers I Credits: 3 hrs. AND MATH 1351 Math for Teachers II Credits: 3 hrs. Prerequisite: TSIA2 Math</p>	

Science

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Anatomy & Physiology Sem I Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4527 PEIMS #13020600</p> <p>Prerequisite: Biology I and either IPC or Chemistry Recommended: 3 credits of science</p>	<p>BIOL 2401 Anatomy and Physiology I Credits: 4 hrs.</p> <p>Online or Evening only</p> <p>Prerequisite: TSIA2 ELAR & Math</p>	
<p>Anatomy & Physiology Sem II Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4528 PEIMS #13020600</p> <p>Prerequisite: Anatomy & Physiology I Recommended: 3 credits of science</p>	<p>BIOL 2402 Anatomy and Physiology II Credits: 4 hrs.</p> <p>Online or Evening only</p> <p>Prerequisite: BIOL 2401</p>	
<p>Biology II MD, Semester 1 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4461 PEIMS #03060300</p> <p>Prerequisite: Biology I and Chemistry Recommended: 3 credits of science</p>	<p>BIOL 1406 Biology I (for Science Majors) Credits: 4 hrs.</p> <p>Prerequisite: TSIA2 ELAR & Math</p>	
<p>Biology II MD, Semester 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4462 PEIMS #03060300</p> <p>Prerequisite: Biology II D Sem 1 Recommended: 3 credits of science</p>	<p>BIOL 1407 Biology I (for Science Majors) Credits: 4 hrs.</p> <p>Prerequisite: BIOL 1406</p>	

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Biology II NM D Semester 1 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4463 PEIMS #03060300</p> <p>Prerequisite: Biology I and IPC or Chemistry Recommended: 3 credits of science</p>	<p>BIOL 1408 Biology (non-Science majors) Credits: 4 hrs.</p> <p>Prerequisite: TSIA2 ELAR</p>	
<p>Biology II NM D Semester 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4464 PEIMS #03060300</p> <p>Prerequisite: Biology II D Sem 1 Recommended: 3 credits of science</p>	<p>BIOL 1409 Biology (non-Science majors) Credits: 4 hrs.</p> <p>Prerequisite: BIOL 1408</p>	
<p>Chemistry II Semester 1 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4161 PEIMS #03060310</p> <p>Prerequisites: Biology I and Chemistry I & Algebra II</p>	<p>CHEM 1311 General Chemistry Credits: 3 hrs. <u>AND</u> CHEM 1111 General Chem Lab Credits: 1 hr.</p> <p>Prerequisite: TSIA2 ELAR & Math</p>	
<p>Chemistry II Semester 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4561 PEIMS #03060310</p> <p>Prerequisites: Chemistry II D Sem 1</p>	<p>CHEM 1312 General Chemistry Credits: 3 hrs. <u>AND</u> CHEM 1112 General Chem Lab Credits: 1 hr.</p> <p>Prerequisite: CHEM 1311 and CHEM 1111</p>	
ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit

<p>Historical Geology D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4550 PEIMS #03060310</p> <p>Prerequisites: Biology, Chemistry, and IPC or Physics</p>	<p>GEOL 1404 Historical Geology Credits: 4 hrs</p>	
<p>Physical Geology D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4551 PEIMS #03060310</p> <p>Prerequisites: Biology Chemistry, and IPC or Physics</p>	<p>GEOL 1403 Physical Geology Credits: 4 hrs</p>	
<p>Physics II D Sem 1 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA 2027 grad +): 4.5 Course Number: 2522 PEIMS: #03060320</p> <p>Prerequisites: Physics, Concurrent with Pre-Calculus</p>	<p>PHYS 1401 College Physics I Credits: 4 hrs Prerequisites: Math 1314 & Math 1316</p>	
<p>Physics II D Sem 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA 2027 grad +): 4.5 Course Number: 4523 PEIMS: #03060320</p> <p>Prerequisites: Completion of Physics II D Semester 1</p>	<p>PHYS 1402 College Physics II Credits: 4 hrs Prerequisites: PHYS 1401</p>	

<p>Astronomy I D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA 2027 grad +): 4.5</p>	<p>PHYS 1403 Stars and Galaxies Credits: 4 hrs Prerequisites: none</p> <p style="text-align: center;">365</p>	
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<p>Course Number: PEIMS: #03060100</p> <p>Prerequisites: Concurrent with Pre-Calculus</p>		
<p>Astronomy II D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA 2027 grad +): 4.5 Course Number: PEIMS: #03060100</p> <p>Prerequisites: Completion of Astronomy I D</p>	<p>PHYS 1404 Solar System Credits: 4 hrs Prerequisites: PHYS 1403</p>	

Social Studies

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>US History D Semester I Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4661 PEIMS #03340100</p> <p>ECISD Prerequisites: World Geography & World History</p>	<p>HIST 1301 US History I Credits: 3 hrs</p> <p>Prerequisites: TSIA2 ELAR</p>	<p>HIST 1301 US History I Credits: 3 hrs</p> <p>Prerequisites: TSIA2 ELAR</p>
<p>US History D Semester II Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4662 PEIMS #03340100</p> <p>ECISD Prerequisites: World Geography & World History</p>	<p>HIST 1302 US History II Credits: 3 hrs</p> <p>Prerequisites: TSIA2 ELAR</p>	<p>HIST 1302 US History II Credits: 3 hrs</p> <p>Prerequisites: TSIA2 ELAR</p>
<p>U.S. Government D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 2025 PEIMS # 03330100</p> <p>Prerequisite: US History</p>	<p>GOVT 2305 Federal Government Credits: 3 hrs.</p> <p>Prerequisite: TSIA2 ELAR</p>	<p>PLSC 2305 American National Politics Credits: 3 hrs.</p> <p>Prerequisite: TSIA2 ELAR</p>
<p>Economics-FE D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 2536 PEIMS #03310300</p> <p>Prerequisite: US History</p>	<p>ECON 2301 Principles of Macroeconomics Credits: 3 hrs.</p> <p>Prerequisite: TSIA2 ELAR</p>	<p>ECON 2301. Principles of Macroeconomics Credits: 3 hrs</p> <p>Prerequisite: TSIA2 ELAR</p>

Language Other Than English

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Spanish II Semester I D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4596 PEIMS # #03440200</p> <p>Prerequisite: Spanish I</p>	<p>SPAN 1411 Beginning Spanish I Credits: 4 hrs.</p> <p>Prerequisite: TSIA2 ELAR</p>	<p>SPAN 1411 Beginning Course in Spanish I Credits: 4 hrs.</p> <p>Prerequisite: TSIA2 ELAR</p>
<p>Spanish II Semester II D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4597 PEIMS #03440200</p>	<p>SPAN 1412 Beginning Spanish II Credits: 4 hrs.</p> <p>Prerequisite: Span 1411</p>	<p>SPAN 1412 Beginning Course in Spanish II Credits: 4 hrs.</p> <p>Prerequisite: Span 1411</p>
<p>Spanish III Semester I D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4598 PEIMS #03440300</p>	<p>SPAN 2311 Intermediate Spanish I Credits: 3 hrs.</p> <p>Prerequisite: Span 1412</p>	<p>SPAN 2311 (2nd Year in Spanish) Credits: 3 hrs.</p> <p>Prerequisite: Span 1412 OR the required score from the CLEP in Spanish.</p>
<p>Spanish III Semester II D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4599 PEIMS #03440300</p>	<p>SPAN 2312 Intermediate Spanish II Credits: 3 hrs.</p> <p>Prerequisite: Span 2311</p>	<p>SPAN 2312 (2nd Year in Spanish) Credits: 3 hrs.</p> <p>Prerequisite: Span 2311 OR Passing CLEP score in Spanish.</p>
<p>Computer Science I D Semester 1 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4556 PEIMS #03580200 Prerequisite: Algebra I, BIM or BCIS 1405</p>	<p>COSC 1436 Programming Fundamentals I Credits: 4 hrs.</p> <p>Prerequisite: TSIA2 ELAR, BCIS 1405 or ITSC 1301</p>	

<p>Computer Science I D Semester 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4557 PEIMS #03580200 Prerequisite: Algebra I, BIM or BCIS 1405</p>	<p>COSC 1437 Programming Fundamentals II Credits: 4 hrs. Prerequisite: COSC 1436</p>	<p>COSC 1430 Intro to Computer Science I Credits: 4 hrs. Prerequisite: TSIA 2 Math, 4 years of high school math AND MATH 1314 or 2412 or equivalent</p>
ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Computer Science II D Semester 1 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 2497 PEIMS #03580300 Prerequisite: Computer Science I D</p>	<p>COSC 2436 Programming Fundamentals III Credits: 4 hrs. Prerequisite: COSC 1437</p>	<p>COSC 2430 Intro to Computer Science II Credits: 4 hrs. Prerequisite: COSC 1430</p>
<p>Computer Science II D Semester 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 2197 PEIMS #03580300 Prerequisite: Computer Science I D</p>	<p>COSC 2425 Computer Org. & Machine Language Credits: 4 hrs. Prerequisite: COSC 1437</p>	

Elective Dual Credit Courses

Fine Arts

All Fine Arts dual credit courses below fulfill a basic fine arts graduation requirement unless otherwise noted.

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Art Appreciation 1 Semester 1 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4591 PEIMS 03500110</p>	<p>ARTS 1301 Art Appreciation Credits: 3 hrs. No TSIA Requirement</p>	<p>ARTS 1301 Art Appreciation Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>
<p>Art Appreciation 1 Semester 2 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4592 PEIMS 03500110</p>	<p>ARTS 1303 Art History I Credits: 3 hrs. <u>OR</u> ARTS 1304 Art History II Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>	
<p>Art II Drawing I Semester 1 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 2647 PEIMS #03500500 <u>OR</u> Art III Drawing II Semester 1 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4589 PEIMS # 03501500 <u>OR</u> Art IV Drawing III, Semester 1 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4590 PEIMS # 03502300</p> <p>Prerequisite: Art I</p>	<p>ARTS 1316 Drawing I (Fall Semester) Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>	
ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit

<p>Art II Drawing I Semester 2 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4336 PEIMS: #03500500 <u>OR</u> Art III Drawing II Semester 2 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 3589 PEIMS #: 03501300 <u>OR</u> Art IV Drawing III, Semester 2 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4516 PEIMS #: 03502300</p> <p>Prerequisite: Art I</p>	<p>ARTS 1317 Drawing II (Spring Semester) Credits: 3 hrs.</p> <p>Prerequisite: ARTS 1316 Drawing I</p>	
<p>Music Appreciation Semester 1 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4653 PEIMS #03155600</p>	<p>MUSI 1306 Music Appreciation Credits: 3 hrs. No TSIA2 Required (OHS, PHS, & NTO are only permitted to take this course if they have already met their HS Fine Arts credit)</p>	
<p>Applied Music I Semester 1 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4564 PEIMS #03152500</p>	<p>MUAP 1190 Applied Music Private Lessons Credits: 1 hr. Prerequisite: Audition Corequisite: Students must be enrolled in a major ensemble at their home campus (band, orchestra, choir, or guitar).</p>	
<p>Applied Music 1 Semester 2 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4565 PEIMS #03152500</p>	<p>MUAP 1190 Applied Music Private Lessons Credits: 1 hr. Prerequisite: Audition Corequisite: Students must be enrolled in a major ensemble at their home campus (band, orchestra, choir, or guitar).</p>	

Physical and Health Education

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Lifetime Fitness and Wellness Pursuits Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number:</p> <ul style="list-style-type: none"> ● 4809 LIFEFIT D S1 PEIMS #PES00051 ● 4813 LIFEFIT D S2 PEIMS #PES00051 <p>OR</p> <ul style="list-style-type: none"> ● 4806 SB LIFE D S1 PEIMS # PES00056 ● 4805 SB LIFE D S2 PEIMS # PES00056 	<p>KINE 1164 Personal Health & Wellness Credits: 1 hr <u>OR</u> KINE 1106 Jogging and Walking Credits: 1 hr Prerequisite: No TSI Required</p>	

Social Studies Electives

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Sociology D Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4540 PEIMS: 03370100</p>	<p>SOCI 1301 Introduction to Sociology Credits: 3 hrs. No TSIA2 Required</p>	<p>SOCI 1301 Introduction to Sociology Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>
<p>Psychology D Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4539 PEIMS # 03350100</p>	<p>PSYC 2301 General Psychology Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>	<p>PSYC 1301 Introduction to Psychology Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>
<p>Social Studies Adv. Studies I Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 3533 PEIMS # 03380001 Prerequisite: Psychology D</p>	<p>PSYC 2308 Child Psychology Credits: 3 hrs. <u>OR</u> PSYC 2302 Applied Psychology Credits: 3 hrs. <u>OR</u> PSYC 2314 Lifespan Growth & Development Credits: 3 hrs. Prerequisite: PSYC 2301</p>	
<p>Texas Government D Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 3531 PEIMS # 03380002 Prerequisite: U.S. History</p>	<p>GOVT 2306 Texas Government Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>	<p>PLSC 2306 State & Local Politics Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>

<p>Texas History D Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 3534 PEIMS # 03380022 Prerequisite: U.S. History</p>	<p>HIST 2301 Texas History Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>	
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Speech

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Communication Applications Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4369 PEIMS #03241400</p>	<p>SPCH 1311 Introduction to Speech Communication <u>OR</u> SPCH 1315 Public Speaking Credits: 3 hrs. No TSIA2 Required</p>	<p>COMM 1315 Introduction to Public Speaking Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>
<p>Professional Communications Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 8482 PEIMS #13009900</p>	<p>SPCH 1321 Business and Professional Speech Credits: 3 hrs. Prerequisite: TSIA2 ELAR</p>	

Career & Technical Education Dual Credit Courses

Auto Tech

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Auto Tech I D Sem 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4641 PEIMS # 13039600</p>	<p>AUMT 1301 Introduction & Theory of Automotive Technology Credits: 3 hrs.</p>	
<p>Auto Tech I D Sem 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4642 PEIMS # 13039600</p>	<p>AUMT 1407 Automotive Electrical Systems Credits: 4 hrs. AUMT 2437 Automotive Electronics Credits: 4 hrs.</p>	
<p>Auto Tech II D Sem 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4643 PEIMS # 13039700</p>	<p>AUMT 1310 Automotive Brake Systems Credits: 3 hrs.</p>	
<p>Auto Tech II D Sem 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4644 PEIMS # 13039700</p>	<p>AUMT 1345 Automotive Climate Control Credits: 3 hrs</p>	
<p>Practicum in Auto Tech D Sem 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4645 PEIMS # 13040470</p>	<p>AUMT 1416 Automotive Suspension & Steering Systems Credits: 4 hrs.</p>	
<p>Practicum in Auto Tech D Sem 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4646 PEIMS # 13040470</p>	<p>AUMT 1419 Automotive Engine Repair Credits: 4 hrs.</p>	

Students completing this program will earn a Level 1 Certificate from Odessa College for Automotive Maintenance & Light Repair Technician

Business- Accounting

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Accounting I (Account I D) Credits: 0 .5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4491 PEIMS #13016600</p> <ul style="list-style-type: none"> ● It is a one-semester course. ● Prerequisite: Algebra I & Geometry 	<p>ACCT 2301 Principles of Accounting Credits: 3 hrs.</p> <p>Prerequisite: Pass TSI (Transfers to Universities)</p> <p>Online only</p>	
<p>Accounting I D Sem 2 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4407 PEIMS #13016600</p> <ul style="list-style-type: none"> ● Taken as 2nd semester of Accounting 1 in campus class. ● Prerequisite: ECISD Algebra I & Geometry 	<p>ACNT 1325 PRINCIPLES OF ACCOUNTING Credits: 3 hrs.</p> <p>TSI is not required (Does NOT transfer to universities)</p>	
<p>Accounting II D Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4568 PEIMS #13016700</p> <ul style="list-style-type: none"> ● This course is offered online only. Students will earn one credit in one semester. ● This course can count as a 3rd math credit. ● Prerequisite: Accounting I 	<p>ACCT 2302 Principles of Accounting II Credits: 3 hrs.</p> <p>(Transfers to Universities) Prerequisite: ACCT 2301</p> <p>Online Only</p>	
<p>Accounting II D Semester 2 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4569 PEIMS #13016700</p> <ul style="list-style-type: none"> ● Taken as 2nd semester of Accounting 1 in campus class. ● This course counts as a 3rd math. ● Prerequisite: Accounting I 	<p>ACNT 1304 Intro to Accounting II Credits: 3 hrs.</p> <p>(Does NOT transfer to universities) TSI is not required</p> <p>Prerequisite: ACNT 1403</p>	

Business - OC Business Academy

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Principles of Business, Marketing and Finance D Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4238 PEIMS #13011200</p>	<p>BUSG 1301 Introduction to Business Credits: 3 hrs.</p>	
<p>Human Resources Management D Credits 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 8495 PEIMS #: 13011900</p>	<p>HRPO 1311 HUMAN RELATIONS Credits: 3 hrs.</p>	
<p>Business Management D Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4239 PEIMS #13012100</p>	<p>BMGT 1327 Principles of Management Credits: 3 hrs.</p>	
<p>Accounting I D Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4492 PEIMS #13016600</p> <ul style="list-style-type: none"> ● Prerequisite: Pass Algebra I and Geometry 	<p>ACNT 1325 PRINCIPLES OF ACCOUNTING Credits: 3 hrs.</p> <p>TSI is not required (Does NOT transfer to universities)</p>	
<p>Practicum Business Management D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 8496 PEIMS #13012200</p>	<p>BUSG 2305 Business Law and Contracts Credits: 3 hrs.</p> <p>BMGT 1341 Business Ethics Credits: 3 hrs.</p>	

Students completing this program will earn a Level 1 Certificate from Odessa College for Business Professionals.

Business - Office Administration

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
Business Information Management II D Semester 1 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4243 PEIMS #13011500	POFT 1429 Keyboarding and Document Formatting Credits: 4 hrs. POFI 2401 Word Processing Credits: 4 hrs.	
Business Information Management II D Semester 2 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4245 PEIMS #13011500	POFI 1449 Spreadsheets Credits: 4 hrs.	
Financial Math D Semester 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4503 PEIMS #13018000	POFT 1425 Business Math Using Technology Credits: 3 hrs.	

Students completing this program will earn a Level 1 Certificate from Odessa College for Office Administrative Assistant.

Business Information Management

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>BIM I D Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4242 PEIMS # 13011400</p> <p>ONLINE ONLY Note: 4243 (BIM II “D”) for students who have BIM I credit in high school</p>	<p>BCIS 1305 Business Computer Credits: 3 hrs.</p> <p>(For non-computer science majors)</p> <ul style="list-style-type: none"> ● TSI is not required ● Can get credit for BCIS 1305 <u>OR</u> BCIS 1405. ● You cannot be awarded credit for both classes. 	

Computer Science

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
Computer Science I D Semester 1 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4556 PEIMS #03580200	COSC 1436 Programming Fundamentals I Credits: 4 hrs. Prerequisite: TSIA2 ELAR, BCIS 1405 or ITSC 1301	
Computer Science I D Semester 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 4557 PEIMS #03580200 Prerequisite: Algebra I, BIM or BCIS 1405	COSC 1437 Programming Fundamentals II Credits: 4 hrs. Prerequisite: COSC 1436	COSC 1430 Intro to Computer Science I Credits: 4 hrs. Prerequisite: TSIA 2 Math, 4 years of high school math AND MATH 1314 or 2412 or equivalent
Computer Science II D Semester 1 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 2497 PEIMS #03580300	COSC 2436 Programming Fundamentals III Credits: 4 hrs. Prerequisite: COSC 1437	COSC 2430 Intro to Computer Science II Credits: 4 hrs. Prerequisite: COSC 1430
Computer Science II D Semester 2 Credits: 0.5 GPA (pre 2027 grad): 4.5 GPA (2027 grad +): 4.5 Course Number: 2197 PEIMS #03580300	COSC 2425 Computer Org. & Machine Language Credits: 4 hrs. Prerequisite: COSC 1436	

Cosmetology

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
Intro to Cosmetology I Semester 1 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4252 PEIMS# 13025100	CSME 1405 Fundamentals of Cosmetology Credits: 4 hrs. Prerequisite: OC Program Entrance Requirements	
Intro to Cosmetology I Semester 1 Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4253 PEIMS# 13025100	CSME 1443 Manicuring and Related Theory Credits: 4 hrs.	
Cosmetology I Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4254 PEIMS# 13025200	CSME 1451 Artistry/Hair, Theory and Practice Credits: 4 hrs.	
Cosmetology I Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4255 PEIMS# 13025200	CSME 1447 Principles of Skin Care/Facials Credits: 4 hrs.	
Cosmetology II Semester 1 Credits: 1.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4256 PEIMS # 13025310	CSME 1453 Chemical Reformation & Theory Credits: 4 hrs. <u>AND</u> CSME 2439 Advanced Hair Design Credits: 4 hrs.	
Cosmetology II Semester 2 Credits: 1.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4257 PEIMS # 13025310	CSME 2401 Principles of Hair Coloring and Related Theory Credits: 4 hrs. <u>AND</u> CSME 2441 Preparation for State Licensing Credits: 4 hrs	

Criminal Justice

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Principles of Criminal Justice D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4260 PEIMS# 13029200</p>	<p>CRIJ 1301 Intro. to Criminal Justice Credits: 3 hrs. <u>AND</u> CRIJ 2328 Police Systems and Practices Credits: 3 hrs.</p> <p>Prerequisite: OC Program Entrance Requirements</p>	
<p>Criminal Justice I D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4261 PEIMS# 13029300</p>	<p>CRIJ 1306 Court Systems and Practices Credits: 3 hrs. <u>AND</u> CRIJ 2313 Correctional Systems and Practices Credits: 3 hrs.</p>	
<p>Criminal Justice II D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4262 PEIMS# 13029400</p>	<p>CRIJ 1310 Fundamentals of Criminal Law Credits: 3 hrs. <u>AND</u> CRIJ 1313 Juvenile Justice System Credits: 3 hrs.</p>	
<p>Practicum of Criminal Justice D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4263 PEIMS# 13030100</p>	<p>CRIJ 2301 Community Resources in Corrections Credits: 3 hrs. <u>AND</u> CJSA 1348 Ethics in Criminal Justice Credits: 3 hrs.</p>	

Students completing this program will earn a Level 1 Certificate from Odessa College for Criminal Justice.

Criminal Justice - Corrections

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Principles of Corrections D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 8716 PEIMS# 13029200</p>	<p>CRIJ 1301 Intro. to Criminal Justice Credits: 3 hrs. <u>AND</u> CRIJ 2328 Police Systems and Practices Credits: 3 hrs.</p> <p>Prerequisite: OC Program Entrance Requirements</p>	
<p>Corrections I D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 8449 PEIMS# 13029300</p>	<p>CRIJ 1306 Court Systems and Practices Credits: 3 hrs. <u>AND</u> CRIJ 2313 Correctional Systems and Practices Credits: 3 hrs.</p>	
<p>Corrections II D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: **** PEIMS# 13029700</p>	<p>CJCR 1300 Basic Jail Course Credist: 3 hrs.</p>	
<p>Practicum of Corrections D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 8733 PEIMS# 13030100</p>	<p>CJCR 2325 Legal Aspects of Correction Credits: 3 hrs. <u>AND</u> CJLE 1327 CJ Interview and Report Writing Credits: 3 hrs.</p>	

Students completing this program will earn a Level 1 Certificate from Odessa College for Criminal Justice.

Criminal Justice - Law Enforcement

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Principles of Law Enforcement D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4264 PEIMS #13029200</p>	<p>CRIJ 1301 Intro. to Criminal Justice Credits: 3 hrs. <u>AND</u> CRIJ 2328 Police Systems and Practices Credits: 3 hrs.</p> <p>Prerequisite: OC Program Entrance Requirements</p>	
<p>Law Enforcement I D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4265 PEIMS #13029300</p>	<p>CRIJ 1306 Court Systems and Practices Credits: 3 hrs. <u>AND</u> CRIJ 1310 Fundamentals of Criminal Law Credits: 3 hrs.</p>	
<p>Law Enforcement II D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4266 PEIMS# 13029400</p>	<p>CRIJ 2323 Legal Aspects of Law Enforcement Credits: 3 hrs <u>AND</u> CJLE 1327 interview and Report Writing for CJ Professionals Credits: 3 hrs</p>	
<p>Practicum of Law Enforcement 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4267 PEIMS# 13030100</p>	<p>HMSY 1337 Introduction to Homeland Security Credits: 3 hrs <u>AND</u> CRIJ 2314 Criminal Investigation Credits: 3 hrs.</p>	

Students completing this program will earn a Level 1 Certificate from Odessa College for Law Enforcement.

Culinary Arts

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
Culinary Arts D Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4270 PEIMS #13022600	CHEF 1305 Sanitation & Safety Credits: 3 hrs.	
Advanced Culinary Arts D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4272 PEIMS# 13022650	CHEF 1301 Basic Food Prep Credits: 3 hrs.	
Advanced Culinary Arts D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4273 PEIMS# 13022650	CHEF 2301 Intermediate Food Prep Credits: 3 hrs.	
Practicum Culinary Arts D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4274 PEIMS# 13022700	RSTO 1321 Menu Management Credits: 3 hrs.	
Practicum Culinary Arts D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4275 PEIMS# 13022700	RSTO 1304 Dining Room Service Credits: 3 hrs.	

Education - Early Childhood

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
Child Guidance D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4286 PEIMS #13024800 Prerequisites: Child Development	CDEC 1319 Child Guidance Credits: 3 hrs.	
Child Guidance D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4287 PEIMS #13024800	TECA 1311 Educating Young Children Credits: 3 hrs. <u>AND</u> CDEC 1323 Observation and Assessment Credits: 3 hrs.	
Practicum in Child Guidance D Semester I Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4288 PEIMS #1302500	CDEC 1359 Children with Special Needs Credits: 3 hrs.	
Practicum in Child Guidance D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4289 PEIMS #1302500	CDEC 1358 Creative Arts for Early Childhood Credits: 3 hrs. <u>AND</u> CDEC 1321 The Infant and Toddler Credits: 3 hrs.	

Students completing this program will earn a Level 1 Certificate from Odessa College for Child Development Associate.

Education - Future Teachers of Odessa

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>College Readiness and Study Skills D Credits: 0.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4292 PEIMS # 03270100</p>	<p>EDUC 1300 Learning Frameworks Credits: 3 hrs</p>	
<p>Instructional Practices D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4294 PEIMS #13014400</p>	<p>EDUC 1301 Intro to Teaching Credits: 3 hrs. <u>AND</u> EDUC 2301 Special Populations Credits: 3 hrs.</p>	
<p>Instructional Practices D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4295 PEIMS #13014400</p>	<p>PSYC 2301 General Psychology Credits: 3 hrs.</p> <p>Prerequisite: TSIA2 ELAR</p>	
<p>Practicum in Education & Training I D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4296 PEIMS #13014500</p>		<p>EDUC 3322 Literature in the Classroom Credits: 3 hrs</p>
<p>Practicum in Education & Training I D Semester II Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4297 PEIMS # 13014500</p>		<p>EDUC 4311 ECE Social and Emotional Development Credits: 3 hrs.</p>

Fire & EMT Academy

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
Firefighter I D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4222 PEIMS # 13029900	FIRS 1301 Firefighter Certification I Credits: 3 hrs. <u>AND</u> FIRS 1407 Firefighter Certification II Credits: 4 hrs. Prerequisite: OC Program Entrance Requirements	
Firefighter I D Semester II Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4223 PEIMS # 13029900	FIRS 1313 Firefighter Certification III Credits: 3 hrs. <u>AND</u> FIRS 1319 Firefighter Certification IV Credits: 3 hrs.	
Firefighter II D Semester I Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4224 PEIMS # 13030000	FIRS 1323 Firefighter Certification V Credits: 3 hrs. <u>AND</u> FIRS 1329 Firefighter Certification VI Credits: 3 hrs. <u>AND</u> FIRS 1433 Firefighter Certification VII Credits: 4 hrs. <u>AND</u> FIRS 1167 Firefighting Practicum Credits: 1 hr	
Students completing this program will earn a Level 1 Certificate from Odessa College for Basic Firefighter .		
Emergency Medical Technician Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4593 PEIMS# N1303015	EMSP 1501 Emergency Medical Technician Basic Credits: 5 hrs. <u>AND</u> EMSP 1160 Clinical–Emergency Medical Technology/Technician Credits: 1 hr. Prerequisite: TEAS-V Exam and Program Entrance Requirements	

Health Science - Emergency Medical Technician

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
<p>Emergency Medical Technician Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number:4593 PEIMS# N1303015</p> <p>Prerequisite: Medical Terminology</p>	<p>EMSP 1501 Emergency Medical Technician Basic Credits: 5 hrs. <u>AND</u> EMSP 1160 Clinical–Emergency Medical Technology/Technician Credits: 1 hr.</p> <p>Prerequisite: TEAS-V Exam and OC Program Entrance Requirements</p>	

Health Science - Licensed Vocational Nursing (LVN)

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
LVN I Semester I D Credits: 1.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4280 PEIMS #13020505	VNSG 1405 Health Science Credits: 4 hrs. <u>AND</u> VNSG 1227 Medication Administration Credits: 2 hrs. Prerequisite: TEAS-V Exam & OC Program Entrance Requirements	
LVN I Semester II D Credits: 1.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4281 PEIMS #13020505	VNSG 1402 Applied Nursing Skills Credits: 4 hrs. <u>AND</u> VNSG 1400 Nursing, Health and Illness I Credits: 4 hrs.	
Courses taken by student during summer	VNSG 1219 Leadership and Professional Development Credits: 2 hrs. <u>AND</u> VNSG 1160 Intro to Clinicals Credits: 1 hr.	
LVN II Semester I D Credits: 1.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4282 PEIMS #13020515	VNSG 1509 Nursing in Health & Illness II Credits: 5 hrs. <u>AND</u> VNSG 2510 Nursing in Health & Illness III Credits: 5 hrs.	
LVN II Semester II D Credits: 1.5 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4283 PEIMS #13020515	VNSG 1334 Pediatric Nursing Credits: 3 hrs. <u>AND</u> VNSG 1330 Maternal Credits: 3 hrs. <u>AND</u> VNSG 1361 Intermediate Clinicals Credits: 3 hrs.	

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
Summer after High School Graduation: Tuition paid by student	VNSG 1363 Advanced Clinical Nursing Credits: 3 hrs. <u>AND</u> VNSG 1238 Mental Illness Credits: 2 hrs	

Students completing this program will earn a Level 1 Certificate from Odessa College for Vocational Nursing - LVN.

Welding

ECISD Course and Credit	OC Course & Credit Hours	UTPB Course & Credit
Welding I D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4210 PEIMS #13032300	WLDG 1421 Welding Fundamentals Credits: 4 hrs.	
Welding I D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4211 PEIMS #13032300	WLDG 1430 Intro Gas Metal Arc Credits: 4 hrs.	
Welding II D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4212 PEIMS # 13032400	WLDG 1434 Intro Gas Tungsten Arc Credits: 4 hrs.	
Welding II D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4213 PEIMS # 13032400	WLDG 2413 Intermediate Welding Using Multiple Processes Credits: 4 hrs.	
Practicum Welding D Semester 1 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4214 PEIMS #13033000	WLDG 1417 Intro to Layout & Fabrication Credits: 4 hrs.	
Practicum Welding D Semester 2 Credits: 1.0 GPA (pre 2027 grad): none GPA (2027 grad +): 4.5 Course Number: 4215 PEIMS #13033000	WLDG 1435 Introduction to Pipe Welding Credits: 4 hrs.	

Students completing this program will earn a Level 1 Certificate from Odessa College for General Welder.



DISCUSSION OF 2025 LEGISLATIVE PRIORITIES

The Board of Trustees will review and deliberate on the legislative priorities for 2025.



INFORMATION ITEMS

- Financials
- Purchases Over \$50,000 Informational Report
- Routine Personnel Report
- Added and Reclassification of Administrative Professional Pay Plan



FINANCIALS

The financial statements for the three required adopted budgets for the most recently closed month for the current fiscal year follow.

GENERAL FUND (199) YTD BUDGET REPORT
 OCTOBER 31, 2024

FOR 2025 04

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-337,223,000	-4,675,198	-341,898,198	-77,479,627.69	.00	-264,418,570.31	22.7%
11 INSTRUCTION	200,591,101	959,857	201,550,958	52,119,989.53	115,007,782.69	34,423,185.78	82.9%
12 INSTRUCTIONAL RES & MEDIA SERV	2,080,846	438,578	2,519,424	499,629.30	1,431,140.70	588,654.00	76.6%
13 CURRICULUM & STAFF DEVELOPMENT	9,812,543	0	9,812,543	2,712,971.25	3,760,134.81	3,339,436.94	66.0%
21 INSTRUCTIONAL LEADERSHIP	5,236,712	0	5,236,712	1,827,728.09	2,764,235.86	644,748.05	87.7%
23 SCHOOL LEADERSHIP	19,788,203	850,279	20,638,482	7,375,779.69	12,677,218.15	585,484.16	97.2%
31 GUID, COUNS & EVALUATION SERVS	16,622,717	0	16,622,717	5,280,572.83	10,392,608.19	949,535.98	94.3%
32 SOCIAL WORK SERVICES	1,898,930	0	1,898,930	344,740.85	847,996.25	706,192.90	62.8%
33 HEALTH SERVICES	3,206,566	0	3,206,566	860,056.86	2,012,943.49	333,565.65	89.6%
34 STUDENT TRANSPORTATION	10,848,013	892,530	11,740,543	2,434,595.74	4,534,746.47	4,771,200.79	59.4%
36 CO/EXTRACURRICULAR ACTIVITIES	8,062,579	86,617	8,149,196	1,938,136.08	2,623,311.71	3,587,748.21	56.0%
41 GENERAL ADMINISTRATION	8,517,284	185,000	8,702,284	2,902,896.24	4,855,495.28	943,892.48	89.2%
51 FACILITIES MAINT & OPERATIONS	36,845,955	715,814	37,561,769	10,399,535.08	17,617,242.98	9,544,990.94	74.6%
52 SECURITY & MONITORING SERVICES	8,225,177	176,135	8,401,312	2,014,201.78	3,418,497.69	2,968,612.53	64.7%
53 DATA PROCESSING SERVICES	9,325,521	423,986	9,749,507	3,788,880.88	4,452,643.95	1,507,982.17	84.5%
61 COMMUNITY SERVICES	1,511,998	375,000	1,886,998	780,463.17	830,586.93	275,947.90	85.4%
71 DEBT SERVICE	1,388,000	12,000	1,400,000	236,581.98	670,601.62	492,816.40	64.8%
81 FACILITIES ACQUISITION & CONST	3,000,000	1,759,526	4,759,526	92,269.66	1,656,282.03	3,010,974.31	36.7%
99 INTERGOVERNMENTAL CHARGES	2,260,855	0	2,260,855	519,137.75	1,741,717.25	.00	100.0%
TOTAL GENERAL FUND	12,000,000	2,200,124	14,200,124	18,648,539.07	191,295,186.05	-195,743,601.12	1478.5%
TOTAL REVENUES	-337,748,000	-4,675,198	-342,423,198	-77,479,627.69	.00	-264,943,570.31	
TOTAL EXPENSES	349,748,000	6,875,322	356,623,322	96,128,166.76	191,295,186.05	69,199,969.19	
GRAND TOTAL	12,000,000	2,200,124	14,200,124	18,648,539.07	191,295,186.05	-195,743,601.12	1478.5%

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** END OF REPORT - Generated by BAUMANN, DUSTY **

SCHOOL NUTRITION (240) YTD BUDGET REPORT
 OCTOBER 31, 2024

FOR 2025 04

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
240 SCHOOL NUTRITION							
00 GENERAL LEDGER AND REVENUE	-20,327,315	-2,230,730	-22,558,045	-9,143,113.51	.00	-13,414,931.49	40.5%
35 FOOD SERVICE	20,327,315	3,691,340	24,018,655	7,887,307.80	9,616,308.54	6,515,038.66	72.9%
TOTAL SCHOOL NUTRITION	0	1,460,610	1,460,610	-1,255,805.71	9,616,308.54	-6,899,892.83	572.4%
TOTAL REVENUES	-20,327,315	-2,230,730	-22,558,045	-9,143,113.51	.00	-13,414,931.49	
TOTAL EXPENSES	20,327,315	3,691,340	24,018,655	7,887,307.80	9,616,308.54	6,515,038.66	
GRAND TOTAL	0	1,460,610	1,460,610	-1,255,805.71	9,616,308.54	-6,899,892.83	572.4%
** END OF REPORT - Generated by BAUMANN, DUSTY **							

DEBT SERVICE (599) YTD BUDGET REPORT
 OCTOBER 31, 2024

FOR 2025 04

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
599 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-46,249,195	0	-46,249,195	-1,595,420.91	.00	-44,653,774.09	3.4%
71 DEBT SERVICE	16,849,195	0	16,849,195	7,179,898.25	3,614,501.53	6,054,795.22	64.1%
TOTAL DEBT SERVICE FUND	-29,400,000	0	-29,400,000	5,584,477.34	3,614,501.53	-38,598,978.87	-31.3%
TOTAL REVENUES	-46,249,195	0	-46,249,195	-1,595,420.91	.00	-44,653,774.09	
TOTAL EXPENSES	16,849,195	0	16,849,195	7,179,898.25	3,614,501.53	6,054,795.22	
GRAND TOTAL	-29,400,000	0	-29,400,000	5,584,477.34	3,614,501.53	-38,598,978.87	-31.3%

** END OF REPORT - Generated by BAUMANN, DUSTY **



PURCHASES OVER \$50,000 INFORMATIONAL REPORT

The purchases over \$50,000 for the previous month of the current fiscal year follow. The report includes all such large purchases, regardless of required previous board approval.

As per Board Policy CH (local), the Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost:

1. A purchase made pursuant to a Board-approved interlocal contract or a cooperative purchasing program, in accordance with law;
2. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL) or CBB(LEGAL)]; or
3. A continuing or periodic purchase under a Board-approved bid or contract.

ECISD New Purchase Orders Over \$50,000 Report for November 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	11/15/2024	25005580	HOHENBERGER INC	\$ 7,416,906	BOND 2023 TECH PA/BELLS/CLOCK REFRESH-HARDWARE	ECISD AWARDED RFP 25-06-1	693-11-6639-00-864-11-70224	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
2	11/06/2024	25005205	AIR TUTORS LLC	\$ 427,838	Tutoring-Outcomes Based Contract - See Rate cards for Austin Elem, Blackshear Elem, Cavazos Elem, Fly Elem, Noel Elem, and San Jacinto Elem for Base Pay of \$387,000 and Max Payout of \$427,837.50	TIPS 230807	211-11-6299-46-851-30-21125 211-11-6299-00-851-30-21724	SHEILA PRUITT	CURRICULUM & INSTRUCTION
3	11/01/2024	25005046	CITY OF ODESSA	\$ 313,292	CITY OF ODESSA-CROSSING GUARDS	SOLE SOURCE TEC 44.031 j-k	199-52-6299-01-952-99-	KIMBERLEY JONES	DISTRICT POLICE DEPARTMENT
4	11/13/2024	25005563	SAFEBUILT TEXAS LLC	\$ 278,464	CODE REVIEW AND BUILDING INSPECTION-NEW MIDDLE SCHOOL	ECISD AWARDED RFQ 25-08	693-81-6629-00-049-99-50024	SABLE CORRALES	DISTRICT OPERATIONS
5	11/05/2024	25005131	PIRAINO CONSULTING, INC	\$ 266,025	BOND 2023 TECHNOLOGY ITEMS AV EQUIPMENT 43 - AP9-B86-NA-1- ActivPanel 9 Premium 86" - 4 x pens, 2 x NFC cards, Vesa Mount, WiFi Module & amp with carts	TIPS 230105	693-11-6397-00-864-11-70524 693-11-6639-00-864-11-70524	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
6	11/20/2024	25005697	AVID CENTER	\$ 144,378	26 - AVID MEMBERSHIP FEES FOR ELEMENTARY CAMPUSES 11 - AVID MEMBERSHIP FEES FOR SECONDARY CAMPUSES 1 - AVID WEEKLY SECONDARY ECTOR 1 - NEW DISTRICT DIRECTOR LEADERSHIP TRAININGS 1 - UTPB STEM ACADEMY SECONDARY DIGITAL LIBRARY SET - 8 LICENSES - YEAR 2 AVID MEMBERSHIP FEES COMBO SITES AVID WEEKLY ELEMENTARY 1 - AVID SECONDARY LIBRAY PACKAGE, ECTOR 8 - AVID SUMMER INSTITUTE FEES	ECISD APPROVED SOLE SOURCE VENDOR	199-31-6411-00-855-38- 199-11-6396-00-854-24- 199-11-6394-00-009-24- 199-11-6399-00-854-24- 199-11-6394-00-854-24- 199-13-6411-00-854-24-	LIDIA VALENZUELA	404 AVID
7	11/07/2024	25005251	GRAND FUND INC DBA GREEN LIGHT GROUP TOURS	\$ 110,744	PHS BAND STATE MARCHING CONTEST - SAN ANTONIO	REGION 18 ESC R18-625-705-102	199-36-6412-51-003-99-	THELMA CHAPA	FINE ARTS
8	11/11/2024	25005430	TEXAS EDUCATION AGENCY	\$ 87,500	TIA DESIGNATION FEES	TEXAS EDUCATION AGENCY REQUIREMENT	199-11-6499-TI-999-11-	KIMBERLY BYERS	HUMAN RESOURCES

ECISD New Purchase Orders Over \$50,000 Report for November 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
9	11/07/2024	25005252	N-TUNE MUSIC & SOUND INC	\$ 71,927	# 20, BONHAM BAND 8 - FLUTE 3 - CLARIUNET 2 - SAXOPHONE ALTO 4 - TROMBONE 7 - TUBA 3 VALVE 2 - TUBA 4 PISTON 1 - SAXAPHONE TENOR 1 - SAXAPHONE BARI 4 - TRUMPET 3 - EUPHONIUM 1 - HARMONY DIRECTOR	BUYBOARD 712-23, 739-24, & 655-21	693-11-6639-23-861-11-40224 693-11-6397-23-861-11-40224	THELMA CHAPA	FINE ARTS
10	11/21/2024	25005706	TPR EDUCATION LLC	\$ 66,420	16 - TSIA 2.0 PD INSTRUCTOR ELAR 16 - TSIA 2.0 PD INSTRUCTOR MATH 887 - TSIA 2.0 STUDENT ELAR 887 - TSIA 2.0 STUDENT MATH	CHOICE PARTNERS 24/045MF-02	199-31-6299-00-855-38- 199-31-6339-00-855-38-	ELSA ENRIQUEZ	ASSMT, RESEARCH, PRGM REV
11	11/12/2024	25005445	ALL ABOARD AMERICA!	\$ 51,000	CHARTER SERVICES FOR PHS PLAYOFFS	ECISD AWARDED RFP 23-25	199-36-6412-60-003-91-	DORA CRUZ	ATHLETICS

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TX

MEMORANDUM

TO: DR. KEELEY BOYER, INTERIM SUPERINTENDENT OF SCHOOLS

FROM: DR. MATTHEW SPIVY, EXECUTIVE DIRECTOR OF HUMAN RESOURCES

RE: ROUTINE PERSONNEL REPORT FOR NOVEMBER 2024

DATE: 11/30/2024

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
VICTORIA CAMPBELL	ELAR	BOWIE MIDDLE SCHOOL	11/11/2024

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
ASHLEY BINGHAM	VIRTUAL SPEECH PATHOLOGIST	SEPCIAL EDUCATION	11/1/2024

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
HANNA CHAVEZ	SECOND GRADE (REG)	MILAM ELEMENTARY	11/4/2024
COLLEEN HIGHTOWER	KINDER (REG)	CAVAZOS ELEMENTARY	11/6/2024
JAMES AUTRY	FIFTH GRADE (REG)	WEST ELEMENTARY	11/6/2024
VANESSA ALVARADO	FIFTH GRADE (REG)	CAVAZOS ELEMENTARY	11/7/2024
MAURELY RODRIGUEZ	FOURTH GRADE (REG)	NOEL ELEMENTARY	11/22/2024
VERONICA PENA	FIFTH GRADE (REG)	HAYS ELEMENTARY	11/8/2024
ADDISON HILL	SECOND GRADE (REG)	LBJ ELEMENTARY	11/29/2024

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
ALYSSA GUERRA	CHOIR DIRECTOR MDDLE SCHOOL	NIMITIZ MIDDLE SCHOOL	11/19/2024
CAROLYN FULTON	DUAL CREDIT	OCA	11/19/2024
FERNANDO LUCERO	SPED	CROCKETT	11/19/2024
HANNAH KIDD	ELAR	BOWIE MIDDLE SCHOOL	11/8/2024
NANCY NISH	ELAR	AEC	11/8/2024

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
ADRIAN GARCIA	PROGRAMMER/MANAGER, STU APP	INFORAMTION SYSTEMS	11/13/2024

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

MEMORANDUM

TO: Dr. Keeley Boyer, Interim Superintendent of Schools
 FROM: Dr. Anthony Sorola, Associate Superintendent
 RE: Information Report for December 2024
 DATE: 12/17/2024

ADDED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE
Administrative Professional - Director of Development Office	Director of Development Office - New Position	Admin PG 7

RECLASSIFIED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE
Administrative Professional - Executive Director of Development Office	Executive Director of Education Foundation (Title Change)	Admin PG 9
Administrative Professional - Coordinator of Social & Emotional Learning	Coordinator of Student Well-Being and Support (Title Change)	Admin PG 5

REMOVED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE