

Agenda of Regular Meeting

The Board of Trustees Ector County Independent School District

A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held February 17, 2026, 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:
Goliad Elementary School Students Baylee Kamp and Gage Lowe
4. Invocation: Pastor Gary Douglas, Standing Stone Ministry
5. Special Presentations:
Introduction of Texas Music Education Association All-State Musicians
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
 - A. Bond 2023 Update 3
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 - C. Discussion of and Request for Approval of AIA Document G802-2017 Amendment to the Professional Services Agreement for Parkhill Architects - AG Farm Facility 27
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 - B. Discussion of and Request for Approval of 2025-2026 Budget Amendment #5 178
 - C. Discussion of and Request for Approval of Proposal for Facilities Condition Assessment, Long-Range Facilities Master Planning, Deferred Maintenance Planning, and Preventive Maintenance Strategy Development Agreement 182
 - D. Discussion of and Request for Approval of an Easement for the City of Odessa 241

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F. Request for Approval of a Resolution to Designate Additional Nonbusiness Days Under Texas Public Information Act (TPIA) for Year 2026	308
11. 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.] (The Board of Trustees will deliberate on the hiring of a Principal for Vasquez Middle School); and (Discussion of 2026-2027 ECISD Campus Principal Administrator Contracts.) 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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14. Adjournment	



BOND 2023 UPDATE

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



BOND 2023

February 2026



Construction Projects

**NEW
VASQUEZ
MIDDLE
SCHOOL**



**NEW
CTE HIGH
SCHOOL**



**PERMIAN
AUDITORIUM
RENOVATIONS**



**NEW
PERMIAN
JROTC
FACILITY**



**NEW
TRANSITION
LEARNING
CENTER**



**NEW
TRANSPORTATION
CENTER**



**AGRICULTURAL
FARM
RENOVATIONS**



**PRIORITY 1 &
PRIORITY 2
RENOVATIONS**



Delivery Method:
CMAR

Delivery Method:
CMAR

Delivery Method:
CMAR

Delivery Method:
CSP

Delivery Method:
CSP

Delivery Method:
CMAR

Delivery Method:
CSP

Delivery Methods:
JOC & CMAR

Teinert Construction
PBK Architects
Gallagher Consulting

Teinert Construction
PBK Architects
Gallagher Consulting

Teinert Construction
Parkhill Architects

MidTex
Construction
Parkhill Architects

Henthorn Construction
DLR Architects
Gallagher Consulting

Parkhill Architects

Henthorn Construction
Parkhill Architects

Various
Contractors

Ector County ISD

CTE



CONSTRUCTION UPDATE

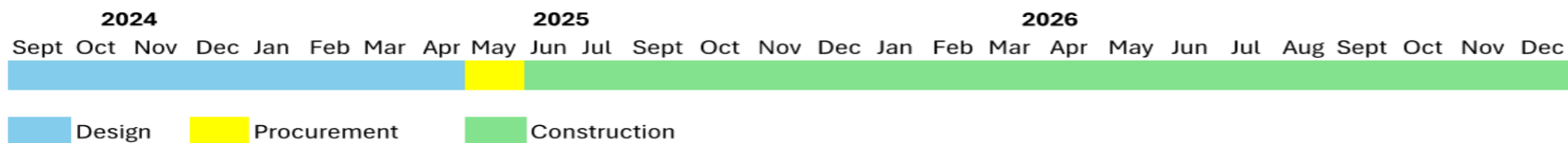
DESIGN

- Site fill is in progress
- Site sewer system on-going
- Foundation excavation in progress
- Foundation placement in progress
- Electrical is on-going
- Plumbing ongoing

COST SUMMARY

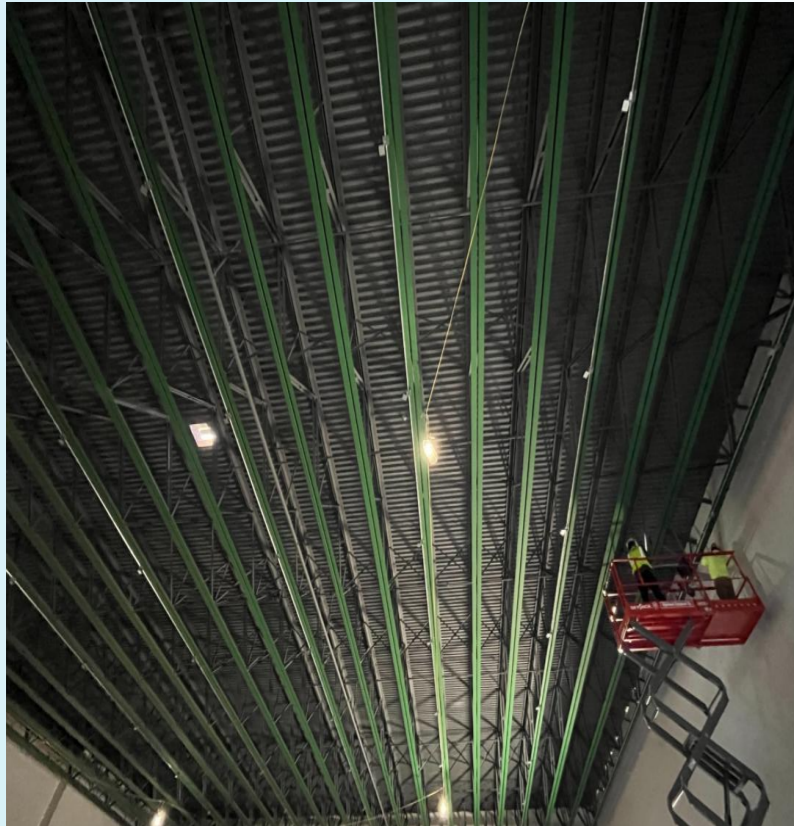
Budget:	\$93,760,117
Encumbrance:	\$81,092,591
Actual:	\$12,667,526
Available:	\$0
Percentage Complete:	14%

CTE Schedule



Ector County ISD

Middle School



CONSTRUCTION UPDATE

Construction

- Site utilities is on-going
- Mech., Elec. and Plumbing is on-going
- Steel erection finished
- Blockwork on-going around Fine Arts
- Interior finishes are on-going in Academics

COST SUMMARY

Budget:	\$120,794,898
Encumbrance:	\$49,091,376
Actual:	\$58,597,881
Available:	\$13,105,641
Percentage Complete:	49%



WWW.GALLAGHERTX.COM



DIFFERENT FROM THE GROUND UP



February 2026

Ector County ISD

Transition Learning Center



CONSTRUCTION UPDATE

Construction

- Building pad prep is on-going
- Excavation of footings is on-going

COST SUMMARY

Budget:	\$8,000,000
Encumbrance:	\$5,967,236
Actual:	\$926,924
Available:	\$1,105,840
Percentage Complete:	12%

Transition Learning Center												2026					
2025		2025		2025		2025		2025		2025		2026		2026		2026	
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	Design		Procurement			Construction											

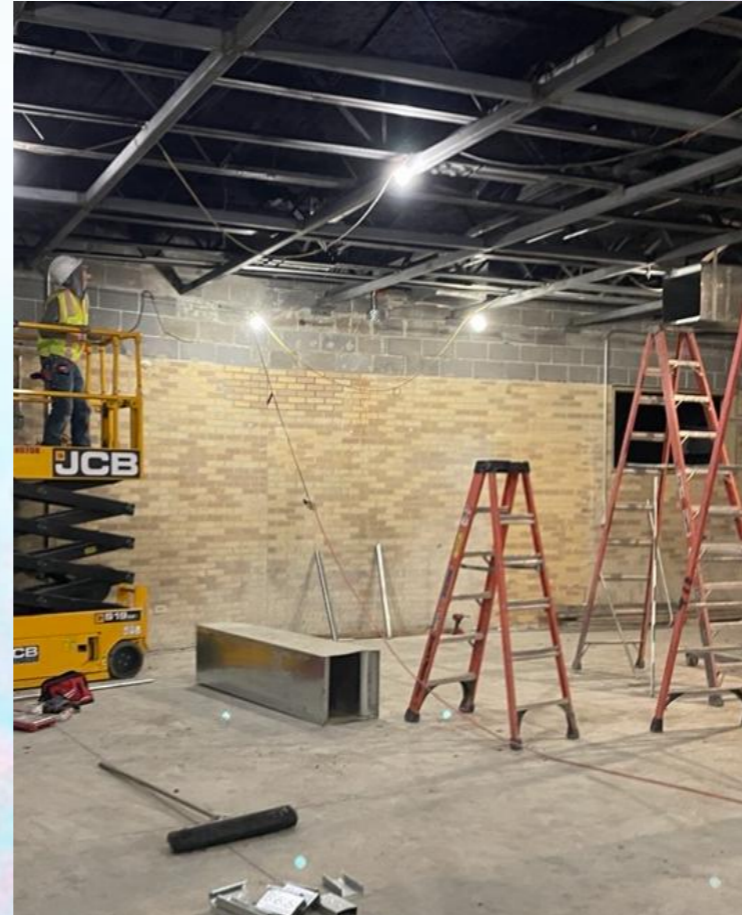
WWW.GALLAGHERTX.COM

DIFFERENT FROM THE GROUND UP



Ector County ISD

Permian HS Auditorium Renovations



Construction Update

Site Summary

- Work has begun to extend the stage.
- New lighting fixtures have been installed.
- Columns were added to the drama theater to account for extra weight in the ceiling.
- Restroom and changing rooms are awaiting fixtures and cabinetry to be added.
- New brick has been installed around the building's exterior.

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Cost Summary

Budget	\$12,500,000
Encumbrance	\$4,562,588
Actual	\$3,628,742
Available	\$904,995
Percentage Complete	37%

July 2024 – April 2025
Design



April – May 2025
Procurement



June 2025 – May 2026
Construction

Ector County ISD

Permian JROTC Facility



Construction Update

Site Summary

- Pre-Engineered Metal Building (PEMB) is erected.
- Insulation work is now on ongoing
- Underground plumbing and sewage work is ongoing.
- Electrical work is starting in the building.

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Cost Summary

Budget	\$1,548,648
Encumbrance	\$926,950
Actual	\$621,698
Available	-
Percentage Complete	40%

August 2024 –
January 2025
Design



January – April
2025
Procurement



May 2025 –
January 2026
Construction

Ector County ISD

CTE – Ag Farm



Construction Update

Site Summary

- Retention pond excavation is continuing.
- Framing for the first building is being completed before concrete is poured.
- Ditches are being dug for plumbing in the second building.

Cost Summary

14

Budget	\$7,500,000
Encumbrance	\$6,134,119
Actual	\$938,549
Available	\$427,332
Percentage Complete	13%

July 2024 –
March 2025
Design



May - July 2025
Procurement



August 2025 –
June 2026
Construction

Ector County ISD

Transportation



Site Summary

- ECISD has engaged Terracon for geotechnical services.
- They will drill a series of holes at varying depths at locations provided by Parkhill to determine the engineering needs for the building based on the ground on-site.
- A recommendation to the board for the CMAR general contractor will be presented tonight.

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COST SUMMARY

Budget	\$29,000,000
Encumbrance	\$1,241,583
Actual	\$5,555,705
Available	\$22,202,712
Percentage Complete	19%

April - October
2025
Design



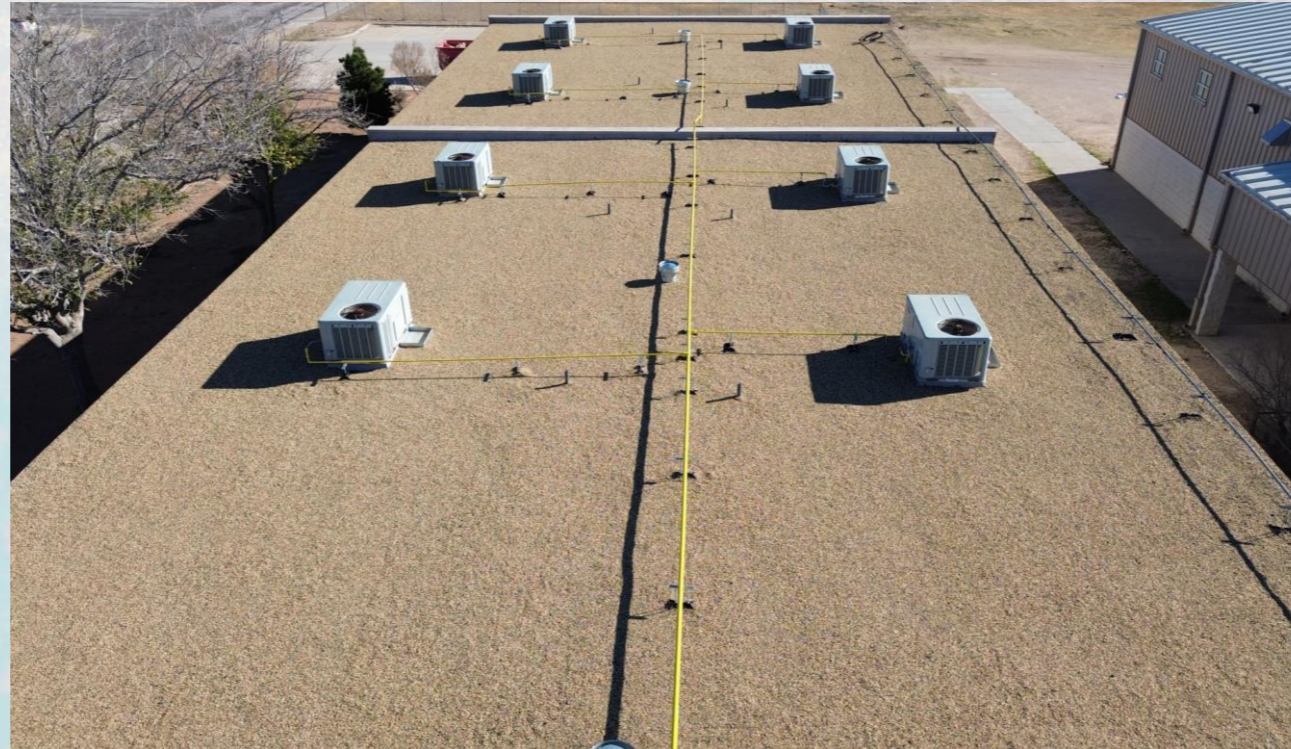
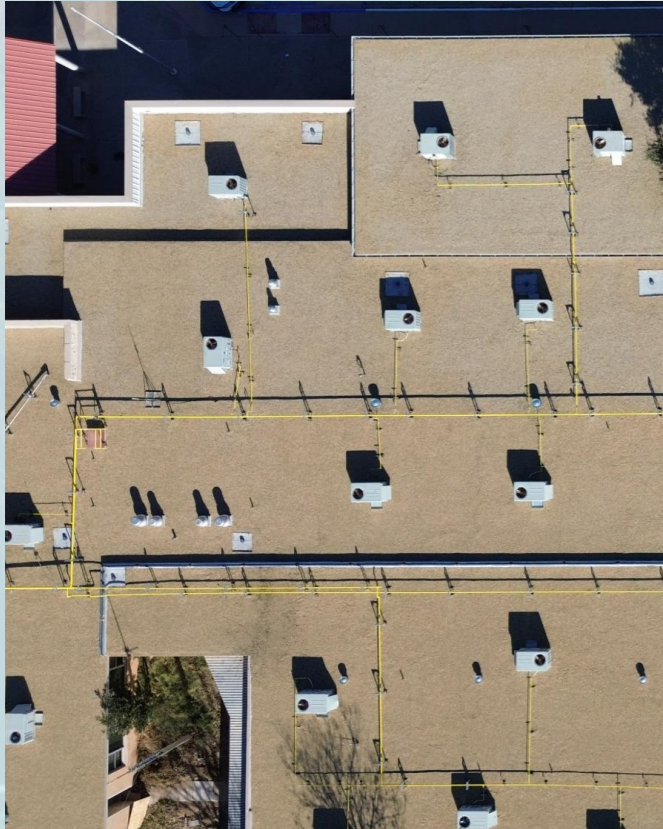
November 2025–
January 2026
Procurement



March 2026
Construction

Ector County ISD

Priority 1 and 2 Projects - Roofing



Construction Update
Summary
<ul style="list-style-type: none">Fly, Travis, Burleson and Zavala roofs are substantially complete for package 1. Contractors will now work on finalizing items.Planning is ongoing for the ¹⁶ second package of campus roofing projects. No work has been assigned at this time.

Package 1- Construction

- Burleson- Substantially Complete
- Murry Fly- Substantially Complete
- Travis- Substantially Complete
- Zavala- Substantially Complete



Package 2- Design & Planning Stage

- Noel
- San Jacinto
- Cameron
- Crockett
- Ector MS

Ector County ISD

Priority 1 and 2 Projects – Travis Elementary School



- Terrazzo sections of flooring have been completed around the campus.
- VCT flooring was completed the week of 2/9-2/13.
- Electric fountains have been installed and tested.
- Final inspection from the ¹⁷ City of Odessa has been passed.
- Side walk and parking lot concrete will be evaluated to be repaired during Spring Break.

Technology

Bond Project Update: Surveillance System

- Phase one has been completed.
 - This milestone reflects the successful installation and activation of upgraded surveillance systems across district campuses and facilities.
- Phase Two is now in-progress.
 - This phase will see additional cameras installed at elementary schools focusing on the exterior wings. This will enhance the safety of students in outdoor areas of ECISD buildings and maintain a strong sense of security for the campuses.

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Bond Project Update: PA, Bell, Alarm, and Clock Refresh

- Fifteen campuses have now been completed with fully operational upgraded systems.
- The next campuses scheduled for installation are Hays and Jordan.



FINANCE

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ECISD Bond 2023

Costs by Project

as of 2/1/2026



Notes	Project Name	Initial Project Budget	Moved Budget	Adjusted Budget	Actual Paid 2023/2024	Actual Paid 2024/2025	Actual Paid 2025/2026	Purchase Orders Encumbrance	Remaining Available	Percentage Utilized
1	MIDDLE SCHOOL	120,000,000	794,898	120,794,898	2,490,112	24,154,364	31,953,405	49,091,376	13,105,641	49%
2	PRIORITY 1&2 ITEMS	117,783,000	685,000	118,468,000	187,989	3,992,739	8,668,308	7,968,289	97,650,675	11%
3	HS/CTE CENTER	80,000,000	13,760,117	93,760,117	398,966	4,277,344	7,991,216	81,092,591	-	14%
4	TRANSPORTATION FACILITY	35,000,000	(6,000,000)	29,000,000	47,250	5,320,537	187,918	1,241,583	22,202,712	19%
5	AUDITORIUM RENO-PHS	12,500,000		12,500,000		612,239	3,950,349	7,032,417	904,995	37%
6	TECHNOLOGY-PA, BELL, CLOCK, FA SYS	10,000,000		10,000,000		4,615,643	913,663	2,627,192	1,843,502	55%
7	LAND PURCHASE	9,000,000	(8,603,663)	396,337	16,988	75,730		-	303,620	23%
8	TRANSITION LEARNING CENTER	8,000,000		8,000,000		286,175	640,749	5,967,236	1,105,840	12%
9	AG FARM BUILDINGS-CTE	7,500,000		7,500,000		311,002	627,547	6,134,119	427,332	13%
10	TECHNOLOGY ITEMS-SURVEILLANCE	6,000,000		6,000,000		4,656,069	502,374	431,891	409,666	86%
11	FINE ARTS INSTRUMENTS	3,665,000		3,665,000	299,663	1,603,320	866,980	44,490	850,547	76%
12	TECH ITEMS-FLT PNL BDS,AV EQP	3,500,000		3,500,000	3,422,512	76,872		-	616	100%
13	TECHNOLOGY - PHONE SYS	2,500,000		2,500,000		-		1,067,957	1,432,043	0%
14	TRANSPORTATION BUSES	2,450,000		2,450,000		-	2,157,458	254,839	37,703	88%
15	JROTC FACILITY	1,500,000	48,648	1,548,648		165,282	456,416	926,950	-	40%
16	TECHNOLOGY ITEMS - AV EQUIP	1,500,000		1,500,000		984,162		195,871	319,967	66%
17	ATH-MS GYM BLEACHERS	1,000,000		1,000,000		845,158		-	154,842	85%
18	MS UNIF-BAND&MARIACHI	685,000	(685,000)	-		-		-	-	0%
19	ATH-BB & TENNIS LIGHTS-OHS	650,000	(14,200)	635,800		611,691		-	24,109	96%
20	ATH-MS TENNIS COURT RESURFACE	480,000		480,000	216,826	121,812		-	141,362	71%
21	ATH-BASEBALL LIGHTING-PHS	400,000	14,200	414,200		413,200		-	1,000	100%
22	MS PERFORMANCE RISERS	150,000		150,000		82,018	62,590	-	5,392	96%
Totals		\$ 424,263,000	\$ -	\$ 424,263,000	\$ 7,080,306	\$ 53,205,356	\$ 58,978,973	\$ 164,076,801	\$ 140,921,565	
Percent		100%	0%	0%	2%	13%	14%	39%	33%	

Notes:

- 1 Moved MS land costs and matching budget from land project to MS project totaling \$794,898.
- 2 Moved budget from MS Uniforms to Priority 1 & 2 of \$685,000.
- 3 Unused funds of \$10m from the Transportation Facility and unused funds of \$3,760,117 from land purchase were reallocated to the CTE High School.
- 3 CTE High School donation from PSP of an additional \$10 million is accounted for separately in Fund 468 so that it is not commingled with bond funds.
- 4 Moved budget of \$10m to CTE High School. Moved budget from land of \$4m for Transportation facility.
- 7 Unused funds from land purchased were reallocated as follows: MS \$794,898; CTE HS \$3,760,117, \$48,648 for JROTC facility, and \$4m for Transportation facility.
- 15 Moved from land project to ROTC facility to cover slight increase in cost of \$48,648.
- 18 Moved budget to Priority 1 & 2 of \$685,000. Uniforms will be purchased with general funds.
- 19 Moved budget of \$14,200 from one light project to the other.
- 21 Moved budget of \$14,200 from one light project to the other.

THANK YOU





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF BOND 2023 PURCHASES OVER \$100,000

DATE: February 17, 2026

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 \$100,000

ECISD

Request for Bond Purchases Over \$100,000

February 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1B	Teinert Construction	Previously Approved \$1,224,655 Increase Required \$ 775,345 New Total Amount \$2,000,000	Bond Funds 693	Exalander Magallan District Operations	BUYBOARD 783-25	Job Order Contracting General Construction Services	Job Packages for 25-26 at Permian High School. Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance Electrical Distribution/Gear Waterproofing/sealant HVAC Mechanical Plumbing - Fixtures Plumbing - Domestic Water	2025-2028
2B	Teinert Construction	\$ 545,000	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 26-17	CMAR Transportation Facility Center	ECISD purchased a site for the new transportation facility which was formerly utilized as an oilfield transportation facility. Significant renovations and construction will take place at the site of the new transportation facility. It is important to bring a contractor in to begin their work on the pre-construction phase of the process.	2025-2028

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



BuyBoard Contract #783-25 – Job Order Contracting (JOC) (RS Means) for Trades
• Permian High School

- **Purpose:** Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Permian High School:

- Fire & Life Safety
- ADA Compliance
- Electrical Distribution/Gear
- Waterproofing/sealant
- HVAC Mechanical
- Plumbing - Fixtures
- Plumbing - Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

• Cost:	Previously Approved	\$1,224,655
	Increase Required	\$ 775,345
	New Total Amount	\$2,000,000

- **Funding Source:** 693 - Bond Funds
- **Recommended Supplier/Service Provider:** Teinert Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



**RFP #26-17 – Construction Management-At-Risk (CMAR) Services One-Step Process
Transportation Facility Center**

- **Purpose:** Significant renovations and construction will take place at the site of the new transportation facility. The district is making a recommendation for a contractor to join the process to work alongside the architect to ensure the success of this project.
- **Background Info:** ECISD purchased a site for the new transportation facility which was formerly utilized as an oilfield transportation facility. Parkhill, Smith & Cooper, Inc. has been working with the ECISD Transportation department to inform the design of the facility to best address the needs of the district. Now that the project delivery method is construction manager at-risk (CMAR), it is important to bring a contractor in to begin their work on the pre-construction phase of the process.
- **Cost:** \$545,000
- **Funding Source:** 693 – Bond Funds
- **Recommended Supplier/Service Provider:**
 - Teinert Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountysd.org



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS**

26-17 Construction Management-At-Risk (CMAR) Services One-Step Process Transportation Facility Center

SCORE SHEET

Closed: January 21, 2026 1:00PM

Consolidated

44.031b Criteria	Suppliers				
	Big Thicket Ventures LLC DBA Premier Restoration	Cerris Builders, Inc	Goytia Enterprises Company	Henthorn Commercial Construction	Teinert Construction
Evaluator 1	NS	95	90	96	97
Evaluator 2	NS	64	81	60	75
Evaluator 3	NS	86	80	90	93
Evaluator 4	NS	80	56	81	96
Evaluator 5	NS	90	80	82	92
Evaluator 6	NS	84	84	85	88
Total	NS	499	471	494	541
Average	NS	83	79	82	90



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, Associate Superintendent – District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF AIA DOCUMENT G802-2017 AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PARKHILL ARCHITECTS - AG FARM FACILITY**

DATE: February 17, 2026

The ECISD Board of Trustees previously approved an agreement (B101) with Parkhill to provide design services with regard to the Ag Farm renovation project. Since that agreement was executed, the District also executed an agreement (A101) with Henthorn Commercial Construction to provide construction services with regard to the same project. Within the A101 agreement that was approved, the construction cost of the project proposed by Henthorn Commercial Construction was \$6,597,996.

The Administration requests that the Board approve AIA Document G802-2017 Amendment to the Professional Services Agreement for Parkhill Architects – Ag Farm Facility. The G802-2017 amends the district’s contract (B101) with Parkhill to reflect the construction cost proposed by Henthorn Commercial Construction and approved by ECISD.

Administrative Recommendation:

Approval of the Amendment to the Professional Services Agreement for Parkhill Architects - Ag Farm Facility



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
43414.24 ECISD Ag Farm Facility

New Agriculture Farm Facility
7651 West Dunn Street
Odessa, Texas 79763

AGREEMENT INFORMATION:
Date:
06-18-2024

AMENDMENT INFORMATION:
Amendment Number:
001
Date:
02-11-2026

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

ARCHITECT: *(name and address)*
Parkhill

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

The Owner and Architect amend the Agreement as follows:

The Owner and the Architect (collectively the "Parties") entered into the Standard Form of Agreement Between Owner and Architect (the "Agreement") on June 18, 2024. All defined terms in the Agreement shall be used in the same manner herein.

THIS Amendment is hereby made a part of the Agreement entered into by and between Owner and Architect to such extent that this Amendment and the Agreement shall be considered a single, binding agreement. If any of the provisions contained in the Amendment or the Agreement conflict, the provisions of this Amendment shall control. The full and unaltered language of the Agreement is incorporated herein by this reference as though recited verbatim. The terms of the Agreement are hereby reaffirmed by the Parties with neither party being in breach of the Agreement.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The Parties amend the below-noted section of the Agreement to read as follows:

§ 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.)

\$6,597,996.00

Schedule Adjustment:

N/A

Except as expressly modified herein, no other provisions of the Agreement between the Architect and Owner are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Architect and Owner, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.



ARCHITECT *(Signature)*

BY: Mildred Bautista, PE | Practice Leader | Sr. Associate
(Printed name, title, and license number if required)

2/11/2026
Date

OWNER *(Signature)*

(Printed name and title)

Date



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth day of June 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)

New Agriculture Farm Facility
7651 West Dunn Street
Odessa, Texas 79763

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.

Init.

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.")

§ 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:

(Paragraph deleted)

The District wishes to construct a new Agricultural Facility to serve the Animal Science program of study. The facility will consist of classroom space and livestock facilities and barns. The existing greenhouse(s) will remain.

§ 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.)

\$5,625,000.00

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

.1 Design phase milestone dates, if any:

Commencement: 7-1-2024

Init.

.2 Construction commencement date:

March, 2025 Tentative

.3 Substantial Completion date or dates:

May, 2026 Tentative

.4 Other milestone dates:

TBD

§ 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.)

Competitive Sealed Proposals

§ 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. Scott Muri, Superintendent or his 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.)

§ 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:

Init.

Surveyor - TBD

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

John Ogomo, AIA. Project Manager
1700 W. Wall Street
Midland, Texas 79701
Phone: 972.987.1670

§ 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.
Midland, Texas 79701

.2 Mechanical Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

.3 Electrical Engineer:

Parkhill
1700 W. Wall St.
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:

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,

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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 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

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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).

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§ 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.

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- .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.

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- .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, structural, mechanical, plumbing and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; 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; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; 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 monthly presentations to Owner's Board of Trustees.

.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, 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 design, 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 services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for 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. If Contractor is a Construction Manager-at-Risk, then the Architect shall reasonably cooperate with the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

- .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

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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 construction a new Agricultural Facility to serve the Animal Science program of study. The facility will consist of classroom space and livestock facilities and barns. The existing greenhouse(s) will remain.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 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.

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§ 3.3 Design Development Phase Services

§ 3.3.1 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 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

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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

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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.

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§ 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

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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 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 Owners 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

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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

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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

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- (ii) 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
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Coordination of Civil engineering services	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 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
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 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
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 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 [Intentionally deleted]	
<i>(Row deleted)</i>	
§ 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.

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§ 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 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 [Intentionally deleted]

§ 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

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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. Scott Muri Title: Superintendent, or designee.

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

Name: Dr. Scott Muri Title: 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

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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 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, and the Construction Manager at Risk, if applicable, 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, and, if applicable, the Construction Manager at Risk, 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 and, if applicable, the Construction Manager at Risk, 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.

§ 6.4 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'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.

§ 6.6 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 direct the Architect 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 (X)

(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 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 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 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 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 stipulates 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 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, 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 waives 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 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.

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If the Owner and Architect 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]

§ 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 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 shall be allowed to suspend Architect's 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 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 all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's 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 shall be compensated for services performed prior to notice of such suspension. The Architect's 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, the Architect 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 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 terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect 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, 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 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 performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect 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 services in accordance with this Section.

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§ 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 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 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, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's 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.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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 knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect 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 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 may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect 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 materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect 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 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 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 from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's 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

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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. Invalidity 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 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 the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's 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 must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect 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.

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§ 10.17 By executing this Agreement, Architect verifies that Architect 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 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 represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.18 Architect 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 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 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 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 that Architect provide that information to the District.

.2 The Architect 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 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; 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 agrees that the contract can be terminated if the Architect 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 fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District

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determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

.6 If Architect 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, its subcontractors, or any subcontracting entities who will perform Architect's services, Architect 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 services. Architect's 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 services after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 10.21.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to perform Architect's services. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect 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 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

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"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 Architects 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 shall assume all expenses associated with the background checks.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and supplemental services under § 4.1, the Owner shall compensate the Architect for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect 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

(Paragraphs deleted)

[Intentionally deleted]

.2 Percentage Basis –

(6.5) % based on approved fee schedule and new construction of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

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. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

.3 Other

(Describe the method of compensation)

N/A

§ 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 as follows:

(Insert amount of, or basis for, compensation.)

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services. Compensation of additional services will be based on hourly rate as described in Schedule B, with not-to-exceed maximum agreed upon by both parties.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

N/A

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§ 11.4.1 The Architect 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:

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	%)
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 and the Architect's 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 and the Architect's 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 under this Agreement;
- .5 Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect 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's 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 and the Architect's consultants.

§ 11.9
(Paragraphs deleted)

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Compensation For Use Of Architect's Instruments Of Service. The parties agree that Architect's 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 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 for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's 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 progress payment applications.

§ 11.11 Architect 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, 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, 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 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 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.

§ 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 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 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 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 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.

§ 13.2 This Agreement is 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

(Paragraphs deleted)

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.)

- .4 Other documents:

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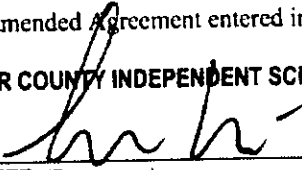
User Notes:

(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.

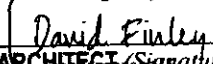
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT



OWNER (Signature)

Dr. Scott Muri | Superintendent
(Printed name and title)

PARKHILL

DocuSigned by:


ARCHITECT (Signature)

David Finley, EdD, AIA, ALEP | Principal
(Printed name, title, and license number, if required)

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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 than that possessed by the Architect, then a security consultant will be hired as an Additional Service plus reimbursable expenses.

Parkhill Hourly Rate Schedule January 1, 2024 through December 31, 2024 SCHEDULE B

Client: Ector County Independent School District

Project: ECISD Agriculture Farm Facility

Agreement Date: June 18, 2024

Location: 7651 West Dunn Street, Odessa, Texas 79763

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$75.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
		Architect	\$186.00	Architect	\$281.00
SUPPORT STAFF II	\$88.00	Civil Engineer	\$227.00	Civil Engineer	\$337.00
		Electrical Engineer	\$222.00	Electrical Engineer	\$292.00
SUPPORT STAFF III	\$120.00	Interior Designer	\$166.00	Interior Designer	\$251.00
		Landscape Architect	\$179.00	Landscape Architect	\$257.00
SUPPORT STAFF IV	\$129.00	Mechanical Engineer	\$211.00	Mechanical Engineer	\$304.00
		Structural Engineer	\$219.00	Structural Engineer	\$300.00
SUPPORT STAFF V	\$143.00	Survey Tech	\$170.00	Professional Land Surveyor	\$239.00
		Other Professional	\$163.00	Other Professional	\$236.00
SUPPORT STAFF VI	\$154.00			PROFESSIONAL LEVEL VII	
PROFESSIONAL LEVEL I		PROFESSIONAL LEVEL IV		Architect	\$356.00
Architect	\$151.00	Architect	\$226.00	Civil Engineer	\$366.00
Civil Engineer	\$165.00	Civil Engineer	\$265.00	Electrical Engineer	\$395.00
Electrical Engineer	\$168.00	Electrical Engineer	\$260.00	Interior Designer	\$271.00
Interior Designer	\$144.00	Interior Designer	\$181.00	Landscape Architect	\$284.00
Landscape Architect	\$144.00	Landscape Architect	\$194.00	Mechanical Engineer	\$390.00
Mechanical Engineer	\$158.00	Mechanical Engineer	\$248.00	Structural Engineer	\$293.00
Structural Engineer	\$158.00	Structural Engineer	\$253.00	Professional Land Surveyor	\$319.00
Survey Tech	\$134.00	Survey Tech	\$207.00	Other Professional	\$293.00
Other Professional	\$141.00	Other Professional	\$193.00		
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$163.00	Architect	\$275.00		
Civil Engineer	\$184.00	Civil Engineer	\$319.00		
Electrical Engineer	\$190.00	Electrical Engineer	\$317.00		
Interior Designer	\$151.00	Interior Designer	\$218.00		
Landscape Architect	\$151.00	Landscape Architect	\$236.00		
Mechanical Engineer	\$181.00	Mechanical Engineer	\$302.00		
Structural Engineer	\$179.00	Structural Engineer	\$305.00		
Survey Tech	\$146.00	Professional Land Surveyor	\$240.00		
Other Professional	\$148.00	Other Professional	\$215.00		



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 16th day of September in the year 2025
(In words, indicate day, month and year.)

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

Ector County ISD
802 N Sam Houston
Odessa, TX 79762

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

Henthorn Commercial Construction, LLC
2011 Ave C
Lubbock, TX 79404

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

ECISD Ag-Farm RFP #26-01
7651 W. Dunn Street
Odessa, TX 79763

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

PARKHILL
3000 Internet Boulevard, Suite 550
Frisco, Texas 75034

The Owner and Contractor agree as follows.

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

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™-2017 Standard Form of Agreement between Owner and Contractor ("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 Contractor on this project, Owner and Contractor 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.

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. 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.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT C Owner Controlled Insurance Program (OCIP) Manual

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. (*Warning: Make sure that any Supplementary Conditions do not contradict the provisions of the A201.*)

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Board of Trustees, by majority vote, is the only representative of the 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 to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or Superintendent's designee.

§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor'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 Contractor, 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 AIA Document A201-2017.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor 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 365 (Three Hundred and Sixty-Five Days) calendar days from the date of commencement of the Work.
- By the following date:

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.

§ 3.3.2 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 Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Five Hundred Ninety Seven Thousand Nine Hundred Ninety Six Dollars Zero Cents (\$ 6,597,996.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of \$150,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1 – Provide Walk-in Cooler	\$38,500.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
1 – Antenna System	\$75,000.00

§ 4.4 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)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$500/Day Five Hundred Dollars per Day.

"§ 4.5.1 Substantial Completion. Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$500 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2 Final Completion. In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that

time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$500 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 4.5.3 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum, less any

unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017 or amounts certified by the Architect and disputed by the Owner; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1

(Paragraphs deleted)

[Intentionally deleted]

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

NONE

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this

(Paragraphs deleted)

Section 5.1.7, and Section 9.3.1.3 of the AIA Document A201-2017 as modified for this Project.

§ 5.1.8 *[Intentionally deleted]*

§ 5.1.9 Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after Owner's Board of Trustees' vote approving Final Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest
(Paragraphs deleted)
pursuant to Texas Government Code Section 2251.025.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended for this Project.

§ 6.2

(Paragraphs deleted)

[Intentionally deleted]

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Christopher Bartlett
Ector County ISD
802 N. Sam Houston Avenue, Odessa, Texas 79761
Christopher.Bartlett@ectorcountysd.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Bryan Walters
2011 Ave C
Lubbock, TX 79404
bryan@henthorncommercial.com
806-548-2079

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit C.

§ 8.5.1.1 The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Commercial General Liability and Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

§ 8.5.1.2 While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

§ 8.5.1.3 Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

§ 8.5.1.4 Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

§ 8.5.2 The Contractor shall provide bonds as set forth elsewhere in the Contract Documents and in compliance with Texas Government Code, Chapter 2253.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given as set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at Christopher.Bartlett@ectorcountyisd.org

If to Contractor, via electronic mail, with electronic confirmation of receipt, to Bryan Walters, Project Manager Henthom Commercial Construction, LLC - bryan@henthomcommercial.com

§ 8.7 Other provisions:

§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to

perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 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.

§ 8.7.14 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 the 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.

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor 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 Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by 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.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor 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 Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 8.7.20 Contractor 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 Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

§ 8.7.21 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 8.7.22

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor 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 Contractor 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 Contractor that Contractor provide that information to the District.

.2 The Contractor 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 Contractor 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 Contractor; 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 Contractor agrees that the contract can be terminated if the Contractor 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 a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor 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 Contractor 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.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit C, Owner Controlled Insurance Program (OCIP) Manual
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified for this project
- .4 *[Intentionally deleted]*
- .5 Drawings

Number	Title	Date
See Exhibit A		

- .6 Specifications
- | Section | Title | Date | Pages |
|---------------|-------|------|-------|
| See Exhibit B | | | |

- .7 Addenda, if any:

Number	Date	Pages
#1	7-10-2025	5
#2	7-24-2025	27
#3	7-28-2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

OCIP Manual

Title	Date	Pages
Exhibit C		

Supplementary and other Conditions of the Contract:

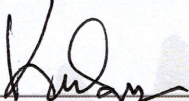
Document	Title	Date	Pages
----------	-------	------	-------

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

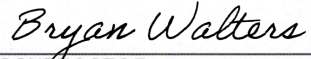
RFP/CONTRACTOR'S PROPOSAL

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



OWNER *(Signature)*

Dr. Keeley Boyer Superintendent
(Printed name and title)



CONTRACTOR *(Signature)*

Bryan Walters, Senior Project Manager
(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

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 14:16:34 on 08/28/2025.

PAGE 1

AGREEMENT made as of the 16th day of September in the year 2025

...

Ector County ISD
802 N Sam Houston
Odessa, TX 79762

...

Henthorn Commercial Construction, LLC
2011 Ave C
Lubbock, TX 79404

...

ECISD Ag-Farm RFP #26-01
7651 W. Dunn Street
Odessa, TX 79763

...

PARKHILL
3000 Internet Boulevard, Suite 550
Frisco, Texas 75034

The Owner and Contractor agree as follows.

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

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™-2017 Standard Form of Agreement between Owner and Contractor ("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 Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:

PAGE 2

EXHIBIT A – INSURANCE AND BONDSC Owner Controlled Insurance Program (OCIP) Manual

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. § 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. (*Warning: Make sure that any Supplementary Conditions do not contradict the provisions of the A201.*)

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Board of Trustees, by majority vote, is the only representative of the 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 to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or Superintendent's designee.

§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

PAGE 3

Established as follows:

...

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement. The commencement date will be the first business day after the Contractor'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 Contractor, 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 AIA Document A201-2017.

...

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work:

...

[] Not later than 365 (Three Hundred and Sixty-Five Days) calendar days from the date of commencement of the Work.

[] By the following date:

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.

...

N/A

...

The substantial completion date

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Five Hundred Ninety Seven Nine Hundred Ninety Six Dollars and Zero Cents (\$ 6,597,996.00), subject to additions and deductions as provided in the Contract Documents.

(Note: Optional Paragraph)

§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of \$330,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

PAGE 4

Alternate 1 – Provide Walk-in Cooler \$38,500.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this 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>
-------------	--------------	----------------------------------

...

<u>1 – Antenna System</u>	<u>\$75,000.00</u>	
---------------------------	--------------------	--

...

N/A

...

\$500/Day Five Hundred Dollars per Day.

§ 4.5.1 Substantial Completion. Time is of the essence in all phases of the Work. It is specifically understood and

agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$500 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2 Final Completion. In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$500 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 4.5.3 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

PAGE 5

None

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum ~~Sum~~, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

PAGE 6

.1 That portion of the Contract Sum properly allocable to completed ~~Work~~ Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;

...

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably ~~justified~~ justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™-2017, General Conditions of the Contract for Construction.

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; A201-2017 or amounts certified by the Architect and disputed by the Owner; and

...

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may ~~shall~~ withhold the following amount, as retainage, from the payment otherwise due:

...

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

[Intentionally deleted]

...

NONE

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon ~~Substantial~~ Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Section 5.1.7, and Section 9.3.1.3 of the AIA Document A201-2017 as modified for this Project.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017. [Intentionally deleted]

§ 5.1.9 Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

PAGE 7

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor ~~when a~~ fter

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017
- ~~.2~~ .3 a final Certificate for Payment has been issued by the ~~Architect~~ Architect; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Owner's Board of Trustees' vote approving Final Payment.

...

Payments due and unpaid under the Contract shall bear interest ~~from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ *(Insert rate of interest agreed upon, if any.)*

~~—%~~ pursuant to Texas Government Code Section 2251.025.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended for this Project.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

~~If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.~~[Intentionally deleted]

...

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

PAGE 8

Christopher Bartlett
Ector County ISD
802 N. Sam Houston Avenue, Odessa, Texas 79761

...

Bryan Walters
2011 Ave C
Lubbock, TX 79404
bryan@henthorncommercial.com
806-548-2079

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and

comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit C.

§ 8.5.1.1 The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Workers Compensation, Employer's Liability, Commercial General Liability and Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

§ 8.5.1.2 While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

§ 8.5.1.3 Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

§ 8.5.1.4 Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents elsewhere in the Contract Documents and in compliance with Texas Government Code, Chapter 2253.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at Christopher.Bartlett@ectorcountysd.org

If to Contractor, via electronic mail, with electronic confirmation of receipt, to Bryan Walters, Project Manager Henthorn Commercial Construction, LLC - bryan@henthorncommercial.com

PAGE 9

§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 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.

§ 8.7.14 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 the 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.

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- 1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- 2 The special shoring requirements, if any, of the Owner; and
- 3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor 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 Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by 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.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor 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 Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 8.7.20 Contractor 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 Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

§ 8.7.21 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 8.7.22

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor 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 Contractor 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 Contractor that Contractor provide that information to the District.

.2 The Contractor 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 Contractor 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 Contractor; 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 Contractor agrees that the contract can be terminated if the Contractor 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 a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor 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 Contractor 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.

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.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds Exhibit C, Owner Controlled Insurance Program (OCIP) Manual

.3 AIA Document A201™-2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:

(Insert the date of the building information modeling exhibit incorporated into this Agreement.) Construction, as modified for this project

.4 [Intentionally deleted]

...

See Exhibit A

...

See Exhibit B

...

<u>#1</u>	<u>7-10-2025</u>	<u>5</u>
<u>#2</u>	<u>7-24-2025</u>	<u>27</u>
<u>#3</u>	<u>7-28-2025</u>	<u>1</u>

...

[] — The Sustainability Plan: **C**] OCIP Manual

...

Exhibit C

RFP/CONTRACTOR'S PROPOSAL

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

...

Dr. Keeley Boyer Superintendent

Bryan Walters Senior Project Manager



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Liz Lonngren, 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 14:16:34 on 08/28/2025 under Order No. 20250123951 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

Liz Lonngren

(Signed)

Director

(Title)

09/18/2025

(Dated)



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, Associate Superintendent – District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF AIA DOCUMENT G802-2017 AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PARKHILL ARCHITECTS - JROTC FACILITY**

DATE: February 17, 2026

The ECISD Board of Trustees previously approved an agreement (B101) with Parkhill to provide design services with regard to the JROTC Facility project at Permian High School. Since that agreement was executed, the District also executed an agreement (A101) with Mid-Tex of Midland to provide construction services with regard to the same project. Within the A101 agreement that was approved, the construction cost of the project proposed by Mid-Tex of Midland was \$1,387,040.

The Administration requests that the Board approve AIA Document G802-2017 Amendment to the Professional Services Agreement for Parkhill Architects – JROTC Facility. The G802-2017 amends the district’s contract (B101) with Parkhill to reflect the construction cost proposed by Mid-Tex of Midland and approved by ECISD.

Administrative Recommendation:

Approval of the Amendment to the Professional Services Agreement for Parkhill Architects – JROTC Facility



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

42983.24 ECISD JROTC

Permian High School
1800 E. 42nd Street
Odessa, TX 79762**AGREEMENT INFORMATION:**Date:
03-21-2024**AMENDMENT INFORMATION:**Amendment Number:
001
Date:
02-11-2026**OWNER:** *(name and address)*Ector County Independent School
District
802 N. Sam Houston
Odessa, Texas 79761
Phone: (432) 456-0000**ARCHITECT:** *(name and address)*Parkhill

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

The Owner and Architect amend the Agreement as follows:

The Owner and the Architect (collectively the “Parties”) entered into the Standard Form of Agreement Between Owner and Architect (the “Agreement”) on March 21, 2024. All defined terms in the Agreement shall be used in the same manner herein.

THIS Amendment is hereby made a part of the Agreement entered into by and between Owner and Architect to such extent that this Amendment and the Agreement shall be considered a single, binding agreement. If any of the provisions contained in the Amendment or the Agreement conflict, the provisions of this Amendment shall control. The full and unaltered language of the Agreement is incorporated herein by this reference as though recited verbatim. The terms of the Agreement are hereby reaffirmed by the Parties with neither party being in breach of the Agreement.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The Parties amend the below-noted section of the Agreement to read as follows:

§ 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.)

\$1,387,040.00

Schedule Adjustment:

N/A

Except as expressly modified herein, no other provisions of the Agreement between the Architect and Owner are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Architect and Owner, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.



ARCHITECT *(Signature)*

BY: Mildred Bautista, PE | Practice Leader | Sr. Associate
(Printed name, title, and license number if required)

2/11/2026
Date

OWNER *(Signature)*

(Printed name and title)

Date



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-first day of March 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)

District JROTC Renovations at:

Permian High School
1800 E 42nd Street
Odessa, TX 79762

Odessa High School
1301 Dotsy Ave.
Odessa, Texas 79763

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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User Notes:

(2034395734)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 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.")

§ 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.)

PHS: a firing range addition/renovation, ancillary classroom and office renovations and additions, and required facility upgrades to comply with a JROTC program.

OHS: the project also includes minor renovation work to the Odessa High School JROTC spaces including required facility upgrades comply with JROTC program.

§ 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.)

\$1,125,000.00

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

.1 Design phase milestone dates, if any:

March 2024

.2 Construction commencement date:

June 2025, tentative

.3 Substantial Completion date or dates:

December 2025, tentative

.4 Other milestone dates:

TBD

§ 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.)

Competitive Sealed Proposals

§ 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. Scott Muri, Superintendent or his 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.)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: To be identified by Owner at a later date.

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.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

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

Scott Reed, AIA, Architect, Senior Associate
1700 W. Wall St.
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.
Midland, Texas 79701

.2 Mechanical Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

.3 Electrical Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

.4 Kitchen Consultant Food Design Professionals (FDP):

N/A

.5 A/V & Acoustical Consultant:

N/A

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:

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User Notes:

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 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,

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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.

init.

§ 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.

- .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:

Init.

- .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 retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .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.

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- .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.

28 TAC § 110.110(i).

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, structural, mechanical, plumbing and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; 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; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; 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 monthly presentations to Owner's Board of Trustees.

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.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, 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 design, 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 services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for 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. If Contractor is a Construction Manager-at-Risk, then the Architect shall reasonably cooperate with the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

.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

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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.

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§ 3.1.7 The scope of work for this Project:

Renovations to the JROTC spaces at Permian High School and Odessa High School. Projects focus on bringing existing space up to required JROTC standards and codes.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 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.

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§ 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 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 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

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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 attorney 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

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.

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§ 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 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 Superintendent or when necessary to

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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 superintendent, 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

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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.

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§ 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).

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7 Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(1)(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
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Coordination of Civil engineering services	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 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
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 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
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 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 [Intentionally deleted]	
<i>(Row deleted)</i>	
§ 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

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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 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 [Intentionally deleted]

§ 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

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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 designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee.

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

Name: Dr. Scott Muri Title: 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

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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 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, and the Construction Manager at Risk, if applicable, 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, and, if applicable, the Construction Manager at Risk, 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 and, if applicable, the Construction Manager at Risk, 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

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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.

§ 6.4 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'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.

§ 6.6 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 direct the Architect 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 (X)

(Paragraphs deleted)

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§ 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 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 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 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 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 stipulates 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 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, 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 waives 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 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.

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If the Owner and Architect 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 Architect stipulates 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.

§ 8.3 [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 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 shall be allowed to suspend Architect's 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 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 all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's 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 shall be compensated for services performed prior to notice of such suspension. The Architect's 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, the Architect 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 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 terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect 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, 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 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 performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect 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 services in accordance with this Section.

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§ 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 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 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, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's 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.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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 knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect 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 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 may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect 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 materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect 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 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 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 from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein

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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 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 the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's 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 must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect 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.

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§ 10.17 By executing this Agreement, Architect verifies that Architect 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 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 represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.18 Architect 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 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 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 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 that Architect provide that information to the District.

.2 The Architect 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 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; 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 agrees that the contract can be terminated if the Architect 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 fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District

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determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

.6 If Architect 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, its subcontractors, or any subcontracting entities who will perform Architect's services, Architect 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 services. Architect's 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 services after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 10.21.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to perform Architect's services. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect 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 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

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"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 Architects violation of this section shall constitute a substantial failure.

§ 10.21.5 Architect shall assume all expenses associated with the background checks.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and supplemental services under § 4.1, the Owner shall compensate the Architect for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect 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

(Paragraphs deleted)

[Intentionally deleted]

.2 Percentage Basis

(Insert percentage value)

Nine and twenty-five hundredths (9.25) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

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. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

.3 Other

(Describe the method of compensation)

N/A

§ 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 as follows:
(Insert amount of, or basis for, compensation.)

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

N/A

Init.

§ 11.4.1 The Architect 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:

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	%)
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 and the Architect's 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 and the Architect's 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 under this Agreement;
- .5 Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect 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's 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 and the Architect's consultants.

§ 11.9

(Paragraphs deleted)

Init.

Compensation For Use Of Architect's Instruments Of Service. The parties agree that Architect's 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 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 for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's 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 progress payment applications.

§ 11.11 Architect 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, 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, 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 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 to indemnify or hold Owner harmless for any

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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.

§ 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 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 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 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://tbac.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 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.

§ 13.2 This Agreement is 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

(Paragraphs deleted)

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.)

.4 Other documents:

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(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)*

Dr. Scott Muri | Superintendent
(Printed name and title)

David Finley, EdD, AIA, ALEP | Principal
(Printed name, title, and license number, if required)

Init.

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

As part of Basic Services Architect will assist Owner in jointly developing and refining Owner's program.

§ 4.1.1.2 Multiple preliminary designs

As part of Basic Services, Architect to provide no more than three (3) different design options per project.

§ 4.1.1.4 Existing facilities surveys

As part of Basic Services, the Architect will survey the existing facilities as required by the work. Owner to provide .dwg or .rvt, if available, or hard copies of building drawings that Owner has in their possession.

§ 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.

§ 4.1.1.6 As part of Basic Services the Architect will assume Building Information Model management responsibilities

§ 4.1.1.7 As part of Basic Services the Architect will develop the Building Information Models for post construction use and in accordance with section 11.9.

§ 4.1.1.8 Coordination of Civil Engineering Services

As part of Basic Services, Architect will coordinate, advise, and select the Civil Engineering firm of record. The Site/Civil engineering services will be performed by the Civil Engineer of record and will be compensated in accordance with section 11.4.

§ 4.1.1.9 Landscape Design

As part of Basic Services the Architect will provide planting and irrigation design services.

§ 4.1.1.10 Architectural Interior Design

The Architect will include in its Basic Services, the preparation of three (3) 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.

§ 4.1.1.11 Value Analysis

Architect to provide services indicated in section 3.2.5.1 as part 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 services will be an Additional 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.

§ 4.1.1.15 As-designed record drawings

As part of Basic Services, Architect to provide as-designed record drawings documenting approved changes to the construction drawings.

§ 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 than that possessed by the Architect, then a security consultant will be hired as an Additional Service plus reimbursable expenses.

SCHEDULE B
Parkhill
Hourly Rate Schedule
 January 1, 2024 through December 31, 2024

Client: Ector County ISD Project: Transportation Center
 Agreement Date: March 21, 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	\$305.00
SUPPORT STAFF III	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
SUPPORT STAFF IV	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
SUPPORT STAFF V	\$143.00	Interior Designer	\$166.00	Interior Designer	\$264.00
SUPPORT STAFF VI	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$285.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$329.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$259.00
Interior Designer	\$144.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$392.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
Architect	\$163.00	Structural Engineer	\$253.00	Structural Engineer	\$410.00
Civil Engineer	\$184.00	Survey Tech	\$207.00	Structural Engineer	\$410.00
Electrical Engineer	\$190.00	Other Professional	\$193.00	Professional Land Surveyor	\$319.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL V		Other Professional	\$392.00
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		

 **AIA® Document A101® – 2017****Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Twentieth day of May in the year Two Thousand and Twenty Five

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Ector County ISD
802 N. Sam Houston
Odessa, Texas 79761
432.456.0000 phone

and the Contractor:

(Name, legal status, address and other information)

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707
432.697.2282 phone

for the following Project:

(Name, location and detailed description)

RFP No. 25-19
ECISD 2023 Bond Improvements
JROTC Program – Indoor Firing Range
1800 E 42nd Street
Odessa, Texas 79761

The Architect:

(Name, legal status, address and other information)

Parkhill
3000 Internet Blvd, Suite 550
Frisco, Texas 75034
972.987.1670 phone

The Owner and Contractor agree as follows.

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

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™-2017 Standard Form of Agreement between Owner and Contractor ("Contract") as the basic form for that contract; and

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.

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. 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.

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

Init.

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TABLE OF ARTICLES

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- 4 CONTRACT SUM**
- 5 PAYMENTS**
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EXHIBIT A Owner Controlled Insurance Program (OCIP) Manual

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. (*Warning: Make sure that any Supplementary Conditions do not contradict the provisions of the A201.*)

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Board of Trustees, by majority vote, is the only representative of the 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 to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or Superintendent's designee.

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§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

(Paragraph deleted)

The date of commencement of the Work shall be 10 calendar days after the later of: Contractor's receipt of the written Notice to Proceed or the Issuance of Building Permit. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, 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 AIA Document A201-2017.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor 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 One Hundred Eighty (180) calendar days from the date of commencement of the Work.
- By the following date:

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.

§ 3.3.2 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 Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Three Hundred Eighty-Seven Thousand Forty Dollars (\$ 1,387,040.00), subject to additions and deductions as provided in the Contract Documents.

(Note: Optional Paragraph)

§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of \$50,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's

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authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Owner Contingency	\$50,000
Radio Enhancement System (Test Only)	\$ 4,125
Radio Enhancement System (if required)	\$55,000

§ 4.4 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)
N/A		

§ 4.5 Liquidated damages, if any:

§ 4.5.1 Substantial Completion. Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$250 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2 Final Completion. In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will

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be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$250 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 4.5.3 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017 or amounts certified by the Architect and disputed by the Owner; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1

(Paragraphs deleted)
[Intentionally deleted]

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this *(Paragraphs deleted)*

Section 5.1.7, and Section 9.3.1.3 of the AIA Document A201-2017 as modified for this Project.

§ 5.1.8 *[Intentionally deleted]*

§ 5.1.9 Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after Owner's Board of Trustees' vote approving Final Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest
(Paragraphs deleted)
pursuant to Texas Government Code Section 2251.025.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended for this Project.

§ 6.2

(Paragraphs deleted)
[Intentionally deleted]

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Christopher Bartlett
802 N. Sam Houston Avenue, Odessa, Texas 79761
Christopher.Bartlett@ectorcountyisd.org

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(1181044535)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Paul Renz
5206 West Wadley, Midland, Texas 79707
paul@midtexofmidland.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit A.

§ 8.5.1.1 The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Commercial General Liability, Excess Liability, and separately Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

§ 8.5.1.2 While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

§ 8.5.1.3 Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

§ 8.5.1.4 Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents and in compliance with Texas Government Code, Chapter 2253.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given as set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at Christopher.Bartlett@ectorcountyisd.org

If to Contractor, via electronic mail, with electronic confirmation of receipt, Rob Rose, Project Coordinator, Mid-Tex of Midland, at rob@midtexofmidland.com

§ 8.7 Other provisions:

§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

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§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity 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.

§ 8.7.14 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 the 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.

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor 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 Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by 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.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor 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 Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 8.7.20 Contractor 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 Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

§ 8.7.21 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 8.7.22

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor 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 Contractor 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 Contractor that Contractor provide that information to the District.

- .2 The Contractor must:

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- .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 Contractor 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 Contractor; 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 Contractor agrees that the contract can be terminated if the Contractor 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 a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor 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 Contractor 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.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Owner Controlled Insurance Program (OCIP) Manual
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

(Paragraphs deleted)

[Intentionally deleted]

- .5 Drawings

Number	Title	Date
Refer to Exhibit B - Index of Dwgs		

- .6 Specifications

Section	Title	Date	Pages
Refer to Exhibit C - Table of Contents			

- .7 Addenda, if any:

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User Notes:

Number	Date	Pages
Addendum 001	2/07/2025	2
Addendum 002 (Post Bid)	3/14/2025	2
Addendum 003 (Post Bid)	3/26/2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

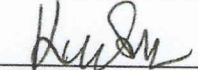
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

RFP/CONTRACTOR'S PROPOSAL

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

ECTOR COUNTY ISD

MID-TEX OF MIDLAND, INC.




OWNER (Signature)

CONTRACTOR (Signature)

Dr. Keeley Boyer | Superintendent

Paul Renz | President

(Printed name and title)

(Printed name and title)

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Additions and Deletions Report for **AIA® Document A101® – 2017**

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 13:24:16 ET on 05/14/2025.

PAGE 1

AGREEMENT made as of the Twentieth day of May in the year Two Thousand and Twenty Five

...

Ector County ISD
802 N. Sam Houston
Odessa, Texas 79761
432.456.0000 phone

...

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707
432.697.2282 phone

...

RFP No. 25-19
ECISD 2023 Bond Improvements
JROTC Program – Indoor Firing Range
1800 E 42nd Street
Odessa, Texas 79761

...

Parkhill
3000 Internet Blvd, Suite 550
Frisco, Texas 75034
972.987.1670 phone

...

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

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™-2017 Standard Form of Agreement between Owner and Contractor ("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 Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:24:16 ET on 05/14/2025 under Order No.4104246981 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1181044535)

EXHIBIT A INSURANCE AND BOND Owner Controlled Insurance Program (OCIP) Manual

...

~~The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.~~ § 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. (Warning: Make sure that any Supplementary Conditions do not contradict the provisions of the A201.)

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Board of Trustees, by majority vote, is the only representative of the 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 to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or Superintendent's designee.

§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

PAGE 4

Established as follows:

...

~~If a~~ The date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement shall be 10 calendar days after the later of: Contractor's receipt of the written Notice to Proceed or the

Issuance of Building Permit. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, 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 AIA Document A201-2017.

...

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work:

...

[] Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

[] By the following date:

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.

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Three Hundred Eighty-Seven Thousand Forty Dollars (\$ 1,387,040.00), subject to additions and deductions as provided in the Contract Documents.

(Note: Optional Paragraph)

§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of \$50,000. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

PAGE 5

N/A

~~**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
<u>Owner Contingency</u>	<u>\$50,000</u>	
<u>Radio Enhancement System (Test Only)</u>	<u>\$ 4,125</u>	
<u>Radio Enhancement System (if required)</u>	<u>\$55,000</u>	

...

N/A

...
(Insert terms and conditions for liquidated damages, if any.) **§ 4.5.1 Substantial Completion.** Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$250 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2 Final Completion. In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$250 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 4.5.3 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

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None

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.~~ The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract ~~Sum~~ Sum, less any unused Owner's contingency, among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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.1 That portion of the Contract Sum properly allocable to completed ~~Work;~~ Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;

...

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably ~~justified;~~ justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™-2017, General Conditions of the Contract for Construction.

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201-2017;~~ A201-2017 or amounts certified by the Architect and disputed by the Owner; and

...

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner ~~may~~ shall withhold the following amount, as retainage, from the payment otherwise due:

...

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

[Intentionally deleted]

...

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon ~~Substantial~~ Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at ~~Substantial~~ Final Completion shall not include retainage as follows:

~~(Insert any other conditions for release of retainage upon Substantial Completion.)~~

Section 5.1.7, and Section 9.3.1.3 of the AIA Document A201-2017 as modified for this Project.

§ 5.1.8 ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.~~ [Intentionally deleted]

§ 5.1.9 Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

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§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor ~~when~~ after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017
- ~~.2~~ .3 a final Certificate for Payment has been issued by the ~~Architect.~~ Architect; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after ~~the issuance of the Architect's final Certificate for Payment,~~ or as follows:

Owner's Board of Trustees' vote approving Final Payment.

...

Payments due and unpaid under the Contract shall bear interest ~~from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

~~(Insert rate of interest agreed upon, if any.)~~

~~—%~~ pursuant to Texas Government Code Section 2251.025.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended for this Project.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

— Arbitration pursuant to Section 15.4 of AIA Document A201-2017

— Litigation in a court of competent jurisdiction

— Other *(Specify)*

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction. [Intentionally deleted]

...

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:~~

~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

...

Christopher Bartlett
802 N. Sam Houston Avenue, Odessa, Texas 79761

PAGE 9

Paul Renz
5206 West Wadley, Midland, Texas 79707
paul@midtexofmidland.com

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. has established an Owner

Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in, and comply with, all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of this Agreement, included as Exhibit A.

§ 8.5.1.1 The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Commercial General Liability, Excess Liability, and separately Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

§ 8.5.1.2 While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

§ 8.5.1.3 Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements.

§ 8.5.1.4 Survival. The insurance provisions of this Article 8 shall survive any termination of this Contract.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents, the Contract Documents and in compliance with Texas Government Code, Chapter 2253.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

...

If to Owner, via electronic mail, with electronic confirmation of receipt, to Christopher Bartlett, Director of Construction, Ector County ISD, at Christopher.Bartlett@ectorcountyisd.org

If to Contractor, via electronic mail, with electronic confirmation of receipt, Rob Rose, Project Coordinator, Mid-Tex of Midland, at rob@midtexofmidland.com

...

§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Ector County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 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.

§ 8.7.14 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 the 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.

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor 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 Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by 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.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor 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 Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 8.7.20 Contractor 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 Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

§ 8.7.21 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 8.7.22

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor 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 Contractor 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 Contractor that Contractor provide that information to the District.

.2 The Contractor 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 Contractor 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 Contractor; 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 Contractor agrees that the contract can be terminated if the Contractor 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 a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor 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 Contractor 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.

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~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds-Exhibit A, Owner Controlled Insurance Program (OCIP) Manual~~

...

~~.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~

[Intentionally deleted]

...

Refer to Exhibit B - Index of Dwgs

...

Refer to Exhibit C - Table of Contents

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<u>Addendum 001</u>	<u>2/07/2025</u>	<u>2</u>
<u>Addendum 002 (Post Bid)</u>	<u>3/14/2025</u>	<u>2</u>
<u>Addendum 003 (Post Bid)</u>	<u>3/26/2025</u>	<u>1</u>

...

RFP/CONTRACTOR'S PROPOSAL

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

ECTOR COUNTY ISD

MID-TEX OF MIDLAND, INC.

...

Dr. Keeley Boyer | Superintendent

Paul Renz | President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, 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 13:24:16 ET on 05/14/2025 under Order No. 4104246981 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT B
ECISD – JROTC
INDOOR FIRING RANGE
RFP#25-19 | 42983.24

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GENERAL

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INDOOR FIRING RANGE
RFP#25-19 | 42983.24

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Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF PURCHASES
OVER \$100,000**

DATE: February 17, 2026

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 \$100,000

ECISD
 Request for purchases over \$100,000
 February 2026

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1R	Netsync Network Solutions	\$ 7,603,993	General Funds 199 E-Rate	Lauren Tavarez Information Technology	ECISD AWARDED RFP 26-16	Category Two Network Equipment	Upgrade wireless access points (WAPs) and switches across the district to provide reliable network connectivity.	FY 2025-2027
2R	Netsync Network Solutions	\$ 1,450,189	General Funds 199 E-Rate	Lauren Tavarez Information Technology	ECISD AWARDED RFP 26-13	Category One Network Equipment	Replace and upgrade edge switches and routers, so each campus has a reliable, supported, and high-capacity connection to the district's core network.	FY 2025-2027

RFP #26-16 – Rebid Category Two Network Equipment - 260008996

- **Purpose:** To upgrade wireless access points (WAPs) and switches across the district to provide reliable network connectivity.
- **Background Info:** Wireless access points and switches are over 6-7 years old and are at the end of life. This project will replace WAPs and switches across the district.

Cost: \$7,603,992.70

Funding Source: 199 - Local Funds, E-Rate

Recommended Supplier/Service Provider: Netsync Network Solutions

Board Approval

Date

ODESSA, TEXAS
 RFP 26-16 Rebid Category Two Network Equipment - 260008996
 SCORE SHEET
 Closed: January 14, 2026 1:00PM

Consolidated

Criteria	Suppliers				
	CDWG - Option 1 143005588	CDWG - Option 2 143005588	CDWG - Option 3 143005588	Netsync Network Solutions 143028685	ConvergeOne 143001994
Evaluator 1	75.34%	75.22%	75.31%	77.44%	57.57%
Evaluator 2	77.84%	76.22%	77.81%	79.94%	59.07%
Evaluator 3	77.84%	76.72%	78.06%	82.94%	57.57%
Evaluator 4	72.34%	72.22%	72.31%	73.94%	60.57%
Evaluator 5	72.84%	71.22%	72.81%	74.94%	60.57%
Average	75.24%	74.32%	75.26%	77.84%	59.07%

Consolidated

Criteria	Suppliers				
	New Tech Solutions Inc. 143030241	DSI Tech(DISYS Solutions) 143022163	Calian ITCS 143051678	Karr Technology Solutions 143054732	Questivity Inc. 143036495
Evaluator 1	74.50%	59.80%	56.67%	59.37%	58.59%
Evaluator 2	81.50%	65.30%	66.67%	57.37%	60.59%
Evaluator 3	79.50%	62.80%	65.67%	55.87%	59.09%
Evaluator 4	71.00%	66.30%	57.17%	59.37%	62.59%
Evaluator 5	74.00%	57.30%	60.17%	50.37%	53.59%
Average	76.10%	62.30%	61.27%	56.47%	58.89%

RFP #26-13 – Category One Network Equipment - 260006676

- **Purpose:** Replace and upgrade edge switches and routers, so each campus has a reliable, supported, and high-capacity connection to the district’s core network.
- **Background Info:** The district’s edge switches are at the end of life and need to be replaced. Edge switches connect to all network equipment at each site to provide network connectivity and internet access.

Cost: \$1,450,189.40

Funding Source: 199 - Local Funds, E-Rate

Recommended Supplier/Service Provider: Netsync Network Solutions

Board Approval

Date

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 ODESSA, TEXAS**

RFP 26-13 Category One Network Equipment 260006676

SCORE SHEET

Closed: January 14, 2026 1:00PM

Consolidated

Criteria	Suppliers			
	CDWG 143005588	Netsync Network Solutions 143028685	DSI Tech(DISYS Solutions) 143022163	Calian ITCS 143051678
Evaluator 1	83.71%	87.25%	80.43%	79.50%
Evaluator 2	83.21%	88.25%	79.43%	85.50%
Evaluator 3	81.71%	87.25%	51.43%	66.00%
Evaluator 4	81.71%	83.75%	76.93%	75.50%
Evaluator 5	79.71%	87.25%	76.93%	77.00%
Average	82.01%	86.75%	73.03%	76.70%



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF 2025-2026 BUDGET AMENDMENT # 5

DATE: February 17, 2026

A summary of the recommended Budget Amendment # 5 for the 2025-2026 budget will be provided under separate cover.

Please be advised, these are changes in estimated budgeted funds, to fund items as noted.

Administrative Recommendation:

Approval of 2025-2026 Budget Amendment # 5.



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 AMENDED BUDGET - FUNCTION AND OBJECT
 GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS
 FOR THE PERIOD JULY 1, 2025 THRU JUNE 30, 2026
 FISCAL YEAR 2025-2026

	GENERAL FUND				SCHOOL NUTRITION FUND				DEBT SERVICE FUND			
	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #5	AMENDED BUDGET	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #5	AMENDED BUDGET	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #5	AMENDED BUDGET
	7/1/2025	12/31/2025		02/28/2026	7/1/2025	12/31/2025		2/28/2026	7/1/2025	12/31/2025		2/28/2026
REVENUES												
5700 Local and Intermediate	\$ 149,148,691	\$ 150,647,771	\$ 233,643	\$ 150,881,414	\$ 1,154,150	\$ 1,154,150	\$ -	\$ 1,154,150	\$ 48,949,768	\$ 48,949,768	\$ -	\$ 48,949,768
5800 State	218,411,309	217,378,672	-	217,378,672	440,000	440,000	-	440,000	-	-	-	-
5900 Federal	2,000,000	2,000,000	-	2,000,000	20,223,478	20,223,478	-	20,223,478	-	-	-	-
Total - All Revenues	\$ 369,560,000	\$ 370,026,443	\$ 233,643	\$ 370,260,086	\$ 21,817,628	\$ 21,817,628	\$ -	\$ 21,817,628	\$ 48,949,768	\$ 48,949,768	\$ -	\$ 48,949,768
APPROPRIATIONS by FUNCTION												
11 Instruction	\$ 211,629,923	\$ 212,861,359	\$ 233,643	\$ 213,095,002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Instructional Resources and Media Services	2,020,954	1,927,403	-	1,927,403	-	-	-	-	-	-	-	-
13 Curriculum and Staff Development	9,347,135	9,087,384	-	9,087,384	-	-	-	-	-	-	-	-
21 Instructional Leadership	5,662,506	5,578,154	-	5,578,154	-	-	-	-	-	-	-	-
23 School Leadership	21,728,046	22,221,209	-	22,221,209	-	-	-	-	-	-	-	-
31 Guidance, Counseling and Evaluation Services	17,546,309	18,037,618	-	18,037,618	-	-	-	-	-	-	-	-
32 Social Work Services	1,732,378	1,776,337	-	1,776,337	-	-	-	-	-	-	-	-
33 Health Services	3,257,259	3,354,669	-	3,354,669	-	-	-	-	-	-	-	-
34 Student Transportation	11,909,952	11,575,976	-	11,575,976	-	-	-	-	-	-	-	-
35 Food Services	-	-	-	-	21,827,628	22,378,085	-	22,378,085	-	-	-	-
36 Co/Extra Curricular Activities	8,113,940	9,310,427	-	9,310,427	-	-	-	-	-	-	-	-
41 General Administration	9,310,815	9,404,095	-	9,404,095	-	-	-	-	-	-	-	-
51 Plant Maintenance and Operations	39,715,583	41,428,419	-	41,428,419	-	-	-	-	-	-	-	-
52 Security and Monitoring Services	6,640,841	7,985,291	-	7,985,291	-	-	-	-	-	-	-	-
53 Data Processing Services	14,904,098	15,487,019	-	15,487,019	-	-	-	-	-	-	-	-
61 Community Services	1,500,512	1,662,114	-	1,662,114	-	-	-	-	-	-	-	-
71 Debt Services	1,359,000	1,359,000	-	1,359,000	-	-	-	-	48,949,768	48,949,768	-	48,949,768
81 Facilities Acquisition and Construction	4,431,749	5,342,655	-	5,342,655	-	-	-	-	-	-	-	-
99 Intergovernmental Charges	2,374,000	2,374,000	-	2,374,000	-	-	-	-	-	-	-	-
Total - All Appropriations	\$ 373,185,000	\$ 380,773,129	\$ 233,643	\$ 381,006,772	\$ 21,827,628	\$ 22,378,085	\$ -	\$ 22,378,085	\$ 48,949,768	\$ 48,949,768	\$ -	\$ 48,949,768
OTHER FINANCING SOURCES/(USES)												
7000 Other Financing Sources	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -
8000 Other Financing (Uses)	(525,000)	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	\$ (375,000)	\$ 150,000	\$ -	\$ 150,000	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	\$ (4,000,000)	\$ (10,596,686)	\$ -	\$ (10,596,686)	\$ -	\$ (550,457)	\$ -	\$ (550,457)	\$ -	\$ -	\$ -	\$ -
Fund Balance Beginning July 1	\$ 130,362,497	\$ 130,362,497	\$ -	\$ 130,362,497	\$ 12,081,161	\$ 12,081,161	\$ -	\$ 12,081,161	\$ 40,604,971	\$ 40,604,971	\$ -	\$ 40,604,971
3000 Fund Balance Ending June 30 (Estimated)	\$ 126,362,497	\$ 119,765,811	\$ -	\$ 119,765,811	\$ 12,081,161	\$ 11,530,704	\$ -	\$ 11,530,704	\$ 40,604,971	\$ 40,604,971	\$ -	\$ 40,604,971
APPROPRIATIONS by OBJECT												
6100 Payroll Costs	\$ 285,002,089	\$ 287,853,464	\$ (20,306)	\$ 287,833,158	\$ 8,386,253	\$ 8,386,253	\$ -	\$ 8,386,253	\$ -	\$ -	\$ -	\$ -
6200 Purchased/Contracted Services	38,516,619	40,862,584	367,387	41,229,971	237,000	237,000	-	237,000	-	-	-	-
6300 Supplies and Materials	22,166,760	22,708,620	261,734	22,970,354	13,077,875	13,013,875	(150,000)	12,863,875	-	-	-	-
6400 Other Operating Expenses	14,457,794	14,120,266	(73,278)	14,046,988	56,500	70,500	-	70,500	-	-	-	-
6500 Debt Service	1,359,000	1,359,000	-	1,359,000	-	-	-	-	48,949,768	48,949,768	-	48,949,768
6600 Capital Outlay	11,682,738	13,869,195	(301,894)	13,567,301	70,000	670,457	150,000	820,457	-	-	-	-
Total - All Appropriations	\$ 373,185,000	\$ 380,773,129	\$ 233,643	\$ 381,006,772	\$ 21,827,628	\$ 22,378,085	\$ -	\$ 22,378,085	\$ 48,949,768	\$ 48,949,768	\$ -	\$ 48,949,768

Ector County ISD
 Finance Department
 Budget Amendment #5
 Requests to be Appropriated
 Fiscal Year 2025-2026



Description	Amount
GENERAL FUND	
The following will result in a decrease to fund balance.	
None	\$ -
	\$ -
The following will result in no change to fund balance.	
Education Foundation donation	\$ (170,000)
Update lighting, video, and audio at Odessa High School Performing Arts Center	\$ 170,000
Nimitz Middle School athletic booster donation	\$ (38,643)
Racks and benches for weight room at Nimitz Middle School	\$ 38,643
Education Foundation donation	\$ (25,000)
Replenish books in San Jacinto library	\$ 25,000
	\$ -
The following will result in an increase to fund balance.	
None	\$ -
	\$ -
Net effect to fund balance	\$ -

SCHOOL NUTRITION FUNDS

The following will result in a decrease to fund balance.

None

\$ -

\$ -
=====

The following will result in no change to fund balance.

None

\$ -

\$ -
=====

The following will result in an increase to fund balance.

None

\$ -

\$ -
=====

Net effect to fund balance

\$ -

DEBT SERVICE FUND

The following will result in a decrease to fund balance.

None

\$ -

\$ -
=====

The following will result in no change to fund balance.

None

\$ -

\$ -
=====

The following will result in an increase to fund balance.

None

\$ -

\$ -
=====

Net effect to fund balance

\$ -



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, Associate Superintendent – District Operations

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF PROPOSAL FOR FACILITIES CONDITION ASSESSMENT, LONG-RANGE FACILITIES MASTER PLANNING, DEFERRED MAINTENANCE PLANNING, AND PREVENTIVE MAINTENANCE STRATEGY DEVELOPMENT AGREEMENT

DATE: February 17, 2026

The ECISD Board of Trustees recently awarded Parkhill under a Request for Qualifications solicitation for a facilities condition assessment, long range facilities master planning, deferred maintenance planning, and preventive strategy development. The Administration has worked with Parkhill to develop a formal agreement for these services. The agreement has been finalized and is presented for approval by the ECISD Board of Trustees.

Administrative Recommendation:

Approval of the Proposal for Facilities Condition Assessment, Long-Range Facilities Master Planning, Deferred Maintenance Planning, and Preventive Maintenance Strategy Development Agreement.

February 3, 2026

Dr. Anthony Sorola
Associate Superintendent
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761

Re: Proposal for Facilities Condition Assessment, Long-Range Capital Planning, Deferred Maintenance Planning, and Preventative Maintenance Strategy Development

Dear Dr. Sorola:

Parkhill is pleased to have the opportunity to provide Architectural, Engineering, Planning, and Demographic Study Services to Ector County Independent School District (ECISD) to perform a Facilities Condition Assessment and other related planning activities which will inform ECISD's long-range facility planning process. The following outlines our understanding of the Project Scope and how we propose to provide Services for your Project.

Our Proposal is offered in sections according to the following breakdown of services:

- Task 1 Facility Condition Assessment with Asset Inventory and Accessibility Surveys
- Task 2 Educational Adequacy
- Task 3 Long-Range Capital Planning
- Task 4 Preventative Maintenance Strategy

Following the description of services for each task, we have included information that we will need from the district for our data collection phase, a list of services that are excluded and not part of the Scope, a proposed draft schedule for stakeholder engagement, and a breakdown of fees for each task. We have also included an optional, supplemental service for a second year of demographic analysis the district may wish to consider after completion of this initial engagement.

Task 1 - Facility Condition Assessment

A Facility Assessment is a standardized process by which building systems and components are evaluated against reference construction and design standards. The Facility Condition Assessment will assess the physical conditions, functional performance of the instructional facilities and support buildings throughout the district.

Inventory to Assess

The school district has three early education centers, 25 elementary schools, six middle schools, two comprehensive high schools, three choice high schools, and ten support facilities including one athletic stadium; Ector County ISD is primarily located in Odessa, Texas.

Collection Tool and Level of Detail

Campuses will be evaluated by the field observation team, and existing/current data for all building systems listed in Attachment B.

Our Scope of Work includes a data collection phase that will become part of the comprehensive ALPHA database hosting facility information that includes asset location, number, name, and use; dates of construction and renovation; and number of floors, gross areas, and other relevant data. System component data will contain age and remaining useful life information for each record. Besides these basic data and in addition to the condition and educational suitability assessment data, facility plans,

capacity/enrollment analysis information, maintenance staff records, pending repairs lists, and equipment inventory information can also be hosted in the database.

Condition assessment reports will identify immediate, short-term, and long-term capital needs. Project costs can be reported annually and can be categorized by priority levels that ECISD can manipulate within the database. Condition ratings normally follow the procedure adopted for Facility Condition Index, as defined by the American Physical Plant Association (APPA). ALPHA has a built-in reporting feature for facility condition index by campus, and as facilities are upgraded or renewed, this reporting feature is a good way to show progress. Furthermore, a ten-year capital renewal cost summary will be a standard dashboard.

Assessment Team Observations and Assumptions

The Facility Assessment Team will visit the sites to observe each building system to identify current deficiencies and future needs in terms of building system lifecycles (condition) and alignment of facility design to an adopted instructional delivery model (educational suitability, see Task 2). Our field observers are Architects and Engineers, or specialists working under the supervision of Architects and Engineers, who evaluate the existing conditions using their specialized knowledge and experience.

The Facility Condition Assessment will assess the physical condition of interior, exterior, site, and building systems for each campus throughout the District. The field observation team will evaluate the mechanical, electrical, plumbing, roofing, HVAC, and life safety systems making up each building, in addition to interior finishes and interior construction materials such as doors and cabinetry.

Structural systems like foundations and roof framing are non-renewable, meaning they have more than a 100-year expected useful life. As part of this scope, field observers will make visual observations of perimeter building elements to note significant cracking or areas of foundation settlement. Interior observations of floor slabs will look for differential floor movement or unusual settlement in floor slabs on grade. Field observations are limited in an assessment, and no calculations are performed. However, if field observers note unusual deflections in framing elements, severe cracking in structural load-bearing masonry or concrete, or large foundation settlements, ALPHA will be alerted to the issue, and Parkhill can mobilize a structural engineering team to perform a more detailed investigation as an additional hourly service.

Roof areas, with corresponding material type, deck composition, and age will be cataloged for each campus for the purpose of building a long-term renewal plan for District roofing. Insurance policy records for roofing areas still under warranty can be stored in the master database.

Observers will also collect data regarding building components necessary for the facility's ADA compliance and fire safety requirements that can be utilized in the Long-Range Planning Phase. Due to the complexity of building code requirements for fire safety that vary on the level of renovation, it is our proposal that the condition assessment portion of Task 1 focus on what is available in the existing building. As an example, observers can observe corridor walls to see if they extend to the roof deck and can also look for smoke compartmentalization at points of addition, noting for the building system record. The collection tool will capture an approximate cost, based on a business rule adopted for our field observers, by adding a record for extending a wall to deck, for example. Whether that wall needs dollars in a future renovation project will depend on a more detailed Building code study, either in a master-planning phase or detailed design phase. We would propose ADA compliance be treated in a similar way, since the Texas Accessibility Standards are subject to recurring technical memoranda and interpretation.

All electronic reports and databases will be living documents that will be transferred to ECISD for long term maintenance, planning and documentation. Parkhill/ALPHA will advise the District regarding software interfaces that are best suited to existing District processes, protocols and systems. Included will be coordination between software provider's systems and training to ensure that the District is equipped with a relevant tool for present and future planning.

The facility assessment and long-range plan will be developed with a robust database of detailed system information. This information can be synthesis in downloadable and consumable reports that can be printed from local devises.

Task 2 - Educational Adequacy

The Educational Adequacy assessment examines the level of security and supervision, instructional support, the quality of learning environment, technology integration, and relationship of spaces within the school. We will engage Campus Principals, Executive Leadership and Cabinet Members through electronic surveys to gather data in an efficient and comprehensive manner. The Educational Adequacy study is described in more detail in Attachment C. To measure the educational adequacy of a space the team will employ either a qualitative or quantitative metric based on ECISD's educational specifications and the teaching and learning philosophy.

Task 3 - Long-Range Capital Planning

Long-range Capital Planning is the culmination of data collection, analysis, and reporting into a roadmap for facility improvement and a tool to manage growth, capacity, and resources effectively over time. Figure 1 below illustrates how different tasks in the planning process flow and work together.

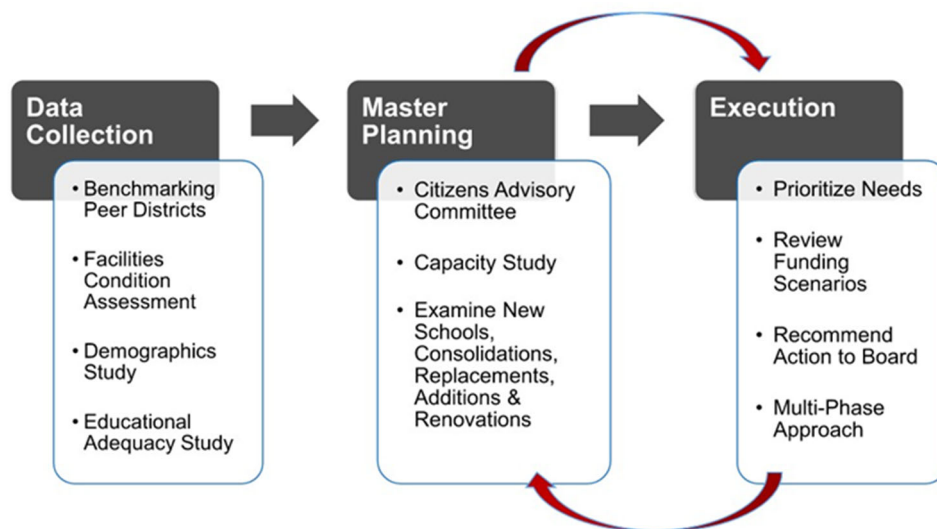


Figure 1. Long-Range Capital Planning Process

We anticipate Long-Range Planning will include the following activities:

- **Peer Benchmarking:** Comparing ECISD instructional campuses to similar school districts in Texas for square footage and operational costs per student.
- **Capacity Study:** An analysis of capacity in the context of enrollment projections and potential campuses projected to be under or overutilized over time. Capacity calculations include the total school plant capacity and core areas like the kitchen, cafeteria, and rooms for specials and intervention groupings for the elementary and middle schools. Capacity calculations for secondary schools will include additional core areas like labs, locker rooms, and fine arts spaces.
- **Educational Adequacy Assessment:** An examination of educational suitability reported in two ways, spatial adequacy and functional adequacy. Spatial Adequacy compares the existing core spaces in a school to an adopted standard, in this case, we propose to use the Texas

Administrative Code, Chapter 61, Subchapter CC, Commissioner's Rules Concerning School Facilities. With these guidelines, we can report based on the level of flexibility defined there, both L1/L2 and L3/L4 levels. Our methodology has the benefit of converting spatial deficiencies into a cost for high-level capital planning and helps community members contextualize how adequacy fits with facility condition costs. We also utilize a questionnaire format that qualitatively measures Educational Suitability for support of programs, technology, security, and supervision, instructional support, physical characteristics, learning environment and the relationship of spaces (adjacencies). This measurement allows these areas to be weighted and reported as an index which can be compared side by side with the condition index. Attachment C contains more detailed information on this portion of the assessment.

- Visioning Meetings with ECISD cabinet, ECISD leadership, maintenance staff, and principals, to review assessment report, educational adequacy needs, campus sizes, and configurations.
- ECISD and Parkhill will develop a detailed schedule for community engagement with District stakeholders that include staff, parents, and community members. We recommend formation of a Citizens Advisory Committee and/or a Bond Oversight Committee that can help inform questions to address in a community survey instrument, and also to help make recommendations and structure information for public meetings.
- Campus improvement options to address physical condition, educational adequacy, future expansion, and operational efficiency. Parkhill will put into architectural context the information compiled from the meetings with your administrative cabinet, principals, and citizens advisory committee. Block square footage diagrams and campus site plan drawings will be developed to identify the scope of proposed improvements.
- Capital Projects Budgeting: Preparation of Opinions of Cost for campus improvement scenarios and potential new campuses, replacement campuses, renovations and additions, and capital renewal projects. Determining an appropriate re-investment implementation plan for District HVAC equipment, roofing, and paving.
- Report to the Board and Presentation of findings for adoption of a Long-Range Capital Plan, including preliminary Project budgets.

Deliverables

- A phased, prioritized list of recommended elementary, secondary, and support facility projects and costs with accompanying narratives and graphical plan summaries to describe the character, scope, and budget of each Project.
- A GIS Mapping portal that can be used to visualize and summarize campus level condition and utilization over time.
- A written report summarizing school condition, capacity, utilization, renewal needs, and recommended courses of action with a timeline based on a ten-year planning horizon.

Task 4 - Preventative Maintenance Strategy Development

Our Proposal includes assistance to ECISD with a preventative maintenance strategy. Preventative maintenance programs, when implemented and resourced by school districts, have the benefit of extending the overall life of HVAC systems and infrastructure, reducing the number of operational outages, improving the diagnosis of recurring maintenance problems, streamlining replacement part orders, and lowering utility costs. There are several options for software platforms that school districts can use to manage a preventative maintenance program. The Parkhill Team will review and recommend an appropriate software solution that will manage the District's assets through integration with the District's work-order and operational processes, i.e. FMX or Brightly. As part of our efforts to fulfill this task, we will:

- Review existing preventative maintenance practices and schedules with the District's Facilities and Maintenance Department.

- Assist and recommend a preventative maintenance software platform for use by the District to help the District set protocols and business rules for documentation, and to help the District acquire training for its ongoing use.
- Assist the District in development of preventative maintenance schedules for the equipment inventoried for each type of instructional and support facility.
- Assist the District in developing preventative maintenance performance metrics such as work order reduction, energy efficiency measures, and reduction in outages, in addition to a return on investment calculation to help monitor the effectiveness of the program.

Equipment HVAC Inventory

To establish a preventative maintenance program with any software platform, a detailed inventory of equipment is required. While many systems can be adopted for preventative maintenance, we recommend a focus on HVAC systems for the purpose of this Study, pending more information from the district. The Field Assessment Team will perform an inventory of major HVAC equipment for the purpose of noting age, remaining useful life, manufacturer, model number, serial number (if visible), asset number, and location at each campus. Our team will also document electrical service entrance characteristics. This assignment exercise will include an inventory of fixed, visible, and accessible building equipment to include the following:

- HVAC: Air handling units, boilers, building automation system, chillers, chilled and hot water circulation pumps, cooling towers, de-aerators, exhaust/ventilation fans, packaged units, unit heaters, furnaces, heat pumps, make-up air units, energy recovery units, water heaters, split systems, air compressors, and air terminal units.
- Transformer, CT Cabinet, and Main Electrical Switchboard.

Optional Task - Deferred Maintenance Planning

Deferred Maintenance Planning is an important tool in managing, maintaining, and renewing an inventory of facilities in school districts. Through our Facility Condition Assessment work in Task 1, deferred maintenance, and expired system information for each campus will be collected, stored and analyzed by the Parkhill/ALPHA team. Included will be standard reports (that can be modified), and query sequences to help ECISD with maintenance and capital planning, whether through annual operations and maintenance funding or inclusion in projects funded by bond elections. Team members will distribute pre-survey questionnaires, review maintenance work orders, and interview facilities staff in conjunction with condition assessment site work and documentation.

ALPHA can be used to categorize building deficiencies by priority, category, and impact on operations. From this data, our team will:

- Develop lists of deferred maintenance projects with budgetary costs in consideration of maintenance and capital renewal priorities.
- In conjunction with District Administration, Facilities Staff, and the District's Financial Advisor, develop phasing plans and renewal funding strategies to address physical condition and educational suitability needs.
- Facility Condition Index reporting as well as built-in system and campus reports allow the District to track progress towards goals as investments are made and the database is updated.
- Forecasts for large capital investments can be made using customizable reporting and query features.
- Meet with District Cabinet and ECISD Leadership to develop a Citizen Advisory Committee and/or Bond Oversight Committee and School Board Presentations.

Information to be Provided by ECISD

- Services will involve data collection to gather baseline information for the other phases of the Work that include Facility Condition Assessment, educational adequacy, capacity, and deferred maintenance backlog.
- Completion of a Pre-Survey Questionnaire by campus principals; done jointly with Parkhill I ALPHA team members.
- Parkhill | ALPHA will gather available information from ECISD that includes:
 - District Square Footage and Space Inventory with age\date of additions.
 - Location and number of portable classrooms at instructional campuses.
 - List of major renovations in the last 8 years.
 - Floor Plans of buildings and available site plans.
 - Campus site information and identification numbers for buildings.
 - Copy of most recent demographics Study.
 - Current log of roof age, type, and any recent roofing consultant reports.
 - Summary Report of Maintenance Work Orders for each campus.
 - Recent Energy Management Consultant's report (if any).
 - Summary asbestos information by campus.
 - District's educational specifications (if available).
 - Prior geotechnical reports (if available).

Services not included in this Proposal

- Assessments of existing portable buildings.
- Bond Oversight Facilitation.
- Topographic, Boundary, and Tree Surveys.
- Geotechnical Investigations and Reports.
- Hydraulic/Hydrology and Flood Plain Studies.
- Asbestos and Hazardous Materials Studies.
- Forensic Structural Investigations or Observations in Confined Spaces.
- Professional Polling or Community Surveying Firm. Bond Communications Consulting would be a supplemental, additional service.
- Component Level Condition Assessment for Work Order Management, other than powered HVAC equipment, water heaters, and electrical service entrances.
- As-built of existing campuses.

Schedule

A detailed schedule will be developed for each task including duration time, milestone dates and deliverables.

Fee

We propose our fee for the Scope of Services as described to be based on a lump sum amount for all Tasks except Task 3, the Long-Range Capital Planning development. Task 2 will be meeting dependent and iterative, particularly if consolidation scenarios become part of the Plan. It can sometimes be difficult to estimate the number of options needed up front, due to the level of transfers and special program campuses. As such, we propose compensation on an hourly rate basis with a maximum, as listed for Task 3 in the table below. The amounts below are inclusive of expenses.

Task	Fee
Task 1 - Facility Condition Assessment with Asset Inventory and Accessibility Surveys (lump sum)(12 people/5 months)	\$600,000.00
Task 2 - Educational Adequacy (lump sum)(2 people/5 months)	\$150,000.00
Task 3 - Long Range Capital Planning (hourly with maximum)	\$180,000.00
Task 4 - Preventative Maintenance Strategy Development (lump sum)(3 people/6 months)	\$65,000.00
Total Authorization	\$995,000.00
Optional Task – Deferred Maintenance Planning (lump sum)(2 people/2 months)	\$30,000.00

We can adjust the amount of compensation either up or down by mutual agreement should the Scope of Services described above change during the Project.

Authorization to Proceed

You may indicate your acceptance of this Proposal by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed with the Facilities Assessment phase of the Project, and we will submit our initial information to your attorney for preparation of the Prime Services Agreement included in the Request for Qualifications.

We appreciate the opportunity to partner with you and look forward to the successful completion of this endeavor of the district. If you have any questions, please do not hesitate to call.

Sincerely,

PARKHILL

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By _____
David Finley, EdD, AIA
Director of Education | Partner

Signature: _____

Name: Dr. Keeley Boyer

Title: Superintendent

Date: _____

DLF/ndl

- Enclosures:
- Attachment A - School Facility Inventory
 - Attachment B - Assessment Systems Assemblies
 - Attachment C - Educational Adequacy Assessment
 - Attachment D - Consultant's Hourly Rate Sheet

ATTACHMENT A

District Information/Specifications

LOC	Facility	Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage
004	Alternative Education Center High School	11,892	24,064	35,956	3.00
011	George H.W. Bush New Tech Odessa High School	149,127	0	149,127	10.31
002	Odessa High School	481,629	11,008	492,637	26.85
002	Whitaker South Building (OHS)	8,144	0	8,144	1.22
002	Whitaker North Building (OHS) TLC	16,194	0	16,194	1.09
698G	Frost Bakery Advanced Technical Center & Greenhouse	61,178	0	61,178	2.81
003	Permian High School	553,013	11,712	564,725	42.36
042	James Bonham Middle School	158,903	5,376	164,279	21.05
043	James Bowie Middle School	194,784	6,144	200,928	6.36
044	David Crockett Middle School	143,314	9,408	152,722	18.00
047	Ector Middle School	265,500	2,304	267,804	20.43
046	Chester W. Nimitz Middle School	163,718	10,752	174,470	23.28
045	Wilson & Young Medal of Honor Middle School	137,251	6,656	143,907	18.96
125	Thomas Blanton Elementary School	60,059	2,688	62,747	9.76
133	Dr. Lee Buice Elementary School	90,834	4,608	95,442	12.39
136	Edward Bureson Elementary School	66,812	960	67,772	9.67
104	David Gouverneur Burnet Elementary School	64,576	0	64,576	12.04
130	Laura Cavazos Elementary School	72,729	4,032	76,761	13.00
107	Richard Dowling Elementary School	68,481	3,072	71,553	15.00
131	Edward K. Downing Elementary School	90,834	3,072	93,906	12.288
126	Murry Fly Elementary School	70,800	7,584	78,384	9.55
110	Goliad Elementary School	61,231	2,304	63,535	10.24
111	Rafael Gonzales Elementary School	62,971	0	62,971	12.05
114	John Ireland Elementary School	62,718	0	62,718	8.00
128	Lyndon B. Johnson Elementary School	67,500	0	67,500	10.47
129	Barbara Jordan Elementary School	67,661	6,336	73,997	11.50
124	Ellen and William Noel Elementary School	68,642	1,536	70,178	11.08
117	Elisha Pease Elementary School	72,396	0	72,396	14.68
119	Sul Ross Elementary School	61,488	0	61,488	13.55
113	Sam Houston Elementary	69,767	0	69,767	11.82

121	San Jacinto Elementary	62,442	1,792	64,234	5.00
132	G.E. "Buddy" West Elementary School	90,834	1,536	92,370	16.246
102	Stephen F. Austin Montessori Elementary Magnet School	75,079	1,680	76,759	4.77
101	Gale Pond Alamo Elementary Magnet School	56,828	1,920	58,748	4.25
127	Edward L. Blackshear Elementary Magnet School	107,951	1,536	109,487	12.18
105	Ewen Cameron Dual Language Elementary Magnet School	75,557	768	76,325	9.87
112	Hays Magnet Academy Elementary	60,196	2,496	62,692	13.73
116	Benjamin Milam Elementary Magnet School	86,306	768	87,074	7.16
118	Ronald Reagan Elementary Magnet School	64,234	4,032	68,266	10.85
122	William Travis Magnet Elementary School	58,476	2,560	61,036	14.14
123	Lorenzo de Zavala Magnet Elementary School	82,339	768	83,107	8.12
106	George Washington Carver Early Education Center	40,605	0	40,605	3.15
115	Mirabeau Lamar Early Education Center	55,755	0	55,755	8.75
970	Administration Building	55,443	0	55,443	4.32
970	Barbara Chancellor	8,310	0	8,310	.47
131	Boys and Girls Club at Downing Elementary	8,000	0	8,000	.49
856	Community Outreach Center	4,040	0	4,040	1.22
698A	CTE Ag Farm	23,637	0	23,637	23.79
952	ECISD Police	8,053	0	8,053	.59
960	Facilities (Maintenance/Custodial Office)	2,989	0	2,989	5.22
974	School Nutrition	28,100	0	28,100	3.63
897	IMA building	10,245	0	10,245	2.08
864	Information Technology	15,043	0	15,043	.37
955	Maintenance Operations	45,363	0	45,363	4.01
970	Michael C. Killion House	27,669	0	27,669	1.14
975	Print & Mail Services	16,757	0	16,757	.42
905	Ratliff	55,054	0	55,054	101.78
871	Special Education	12,985	0	12,985	1.3
882	Student Admission	2,237	0	2,237	.59
986	Transportation	79,968	0	79,968	6.37
	ECISD Development Office	12,249	0	12,249	.66
	CTE High School (Opens 12/2026)	176,000	0	176,000	41.0
	Vasquez Middle School (Opens 8/2026)	197,000	0	197,000	42.0

	PHS JROTC (located on PHS campus)	3,000	0	3,000	
	8860 Loop 338 Transportation	95,000	0		35.18
		4,683,622	119,408	4,988,113	507.884
		Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage

ATTACHMENT B ASSESSMENT SYSTEM ASSEMBLIES

System Group	Sys Code	System Description	Assembly	Life	Cost/SF
A10 Foundation	A1010	Standard Foundations	Spread Footings, Grade Beams	100	
A10 Foundation	A1020	Special Foundations	Piling, Pile Caps	100	
A10 Foundation	A1030	Slab on Grade	Concrete Slab on Grade	100	
Uniformat A20 Basement Walls - Excluded from Assessment					
B10 Superstructure	B1010	Floor Construction	Poured in Place Concrete	100	
B10 Superstructure	B1010	Floor Construction	Steel Frame with Composite Floor	100	
B10 Superstructure	B1010	Floor Construction	Wood Framed	100	
B10 Superstructure	B1020	Roof Construction	Poured in Place Concrete	100	
B10 Superstructure	B1020	Roof Construction	Wood Trusses/Framed Wood Roof	100	
B10 Superstructure	B1020	Roof Construction	Steel Framing with Metal Deck	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Exposed Concrete/CMU	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Brick with metal stud or CMU Back-up	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Stucco Veneer with metal stud or CMU	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Vinyl Siding with metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Steel Siding with metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Wood Siding with metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Hardi-Board Siding w/metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Transite Siding with back-up	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Other Siding with back-up	30	
B20 Exterior Enclosure	B2020	Exterior Windows	Metal Framed	30	
B20 Exterior Enclosure	B2020	Exterior Windows	Wood Framed	30	
B20 Exterior Enclosure	B2020	Exterior Windows	Vinyl Framed	30	
B20 Exterior Enclosure	B2030	Exterior Windows	Wood doors w/frames	20	
B20 Exterior Enclosure	B2030	Exterior Doors	Metal doors w/frames	30	
B20 Exterior Enclosure	B2030	Exterior Doors	Hardware	5	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Asphalt Flat	18	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Asphalt Sloped	25	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Cold Tar	35	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Hot Applied Rubberized Asphalt	30	
B30 Roofing	B3010	Roofing: Built-up	2-Ply Modified Bitumen Flat	15	
B30 Roofing	B3011	Roofing: Single Ply	EPDM Flat	15	
B30 Roofing	B3011	Roofing: Single Ply	EPDM Sloped	20	
B30 Roofing	B3011	Roofing: Single Ply	Thermoplastic	20	
B30 Roofing	B3011	Roofing: Single Ply	1-Ply Modified Bitumen Sloped	15	
B30 Roofing	B3012	Roofing: Other	Asphalt Shingle	20	
B30 Roofing	B3012	Roofing: Other	Clay Tile	50	
B30 Roofing	B3012	Roofing: Other	Slate Tile	50	
B30 Roofing	B3012	Roofing: Other	Metal - Standing Seam	50	
B30 Roofing	B3012	Roofing: Other	Metal - Lap Seam	50	
B30 Roofing	B3012	Roofing: Other	Spray-on Polyurethane Foam Roofing	10	
B30 Roofing	B3020	Roof Openings	Scuttles and Roof Hatches	20	
C10 Interior Construction	C1010	Partitions	Drywall on Studs	75	
C10 Interior Construction	C1010	Partitions	Plaster on metal lath w/studs	75	
C10 Interior Construction	C1010	Partitions	CMU	100	
C10 Interior Construction	C1010	Partitions	Glazed Tile or Burnished Block	100	
C10 Interior Construction	C1010	Partitions	Glazed or Burnished Wainscot/Plaster or Drywall (incl studs)	100	
C10 Interior Construction	C1020	Interior Doors	Solid Wood in HM Frames	20	
C10 Interior Construction	C1020	Interior Doors	Hollow Metal w/ Frames	50	
C10 Interior Construction	C1020	Interior Doors	Wood Doors in Wood Frames	30	
C10 Interior Construction	C1025	Interior Windows	All Types	30	
C10 Interior Construction	C1030	Door Hardware	Hardware	15	
C20 Stairs	C2010	Stair Construction	Metal Pan Stairs	75	
C20 Stairs	C2010	Stair Construction	Wood Stairs	50	
C30 Interior Finishes	C3010	Wall Finishes	Painted Drywall or Plaster	5	
C30 Interior Finishes	C3010	Wall Finishes	Painted CMU	15	
C30 Interior Finishes	C3010	Wall Finishes	Wood Finishes	15	
C30 Interior Finishes	C3010	Wall Finishes	PLAM	15	
C30 Interior Finishes	C3010	Wall Finishes	Vinyl Wall Covering	10	
C30 Interior Finishes	C3010	Wall Finishes	Wallpaper	4	
C30 Interior Finishes	C3010	Wall Finishes	Ceramic Tile	20	
C30 Interior Finishes	C3020	Floor Finishes	Carpet	5	

ASSESSMENT SYSTEM ASSEMBLIES

System Group	Sys Code	System Description	Assembly	Life	Cost/SF
C30 Interior Finishes	C3020	Floor Finishes	VCT/Sheet Vinyl	12	
C30 Interior Finishes	C3020	Floor Finishes	Epoxy	10	
C30 Interior Finishes	C3020	Floor Finishes	Raised Access Flooring	20	
C30 Interior Finishes	C3020	Floor Finishes	Wood	10	
C30 Interior Finishes	C3020	Floor Finishes	Stone	75	
C30 Interior Finishes	C3020	Floor Finishes	Terrazzo	75	
C30 Interior Finishes	C3020	Floor Finishes	Concrete	100	
C30 Interior Finishes	C3020	Floor Finishes	Special Flooring	100	
C30 Interior Finishes	C3030	Ceiling Finishes	Painted Drywall	5	
C30 Interior Finishes	C3030	Ceiling Finishes	Plaster	30	
C30 Interior Finishes	C3031	Suspended Acoustical Ceiling	Spline System	25	
C30 Interior Finishes	C3031	Suspended Acoustical Ceiling	Lay-in System	25	
C30 Interior Finishes	C3031	Suspended Acoustical Ceiling	Special Acoustical	13	
C30 Interior Finishes	C3032	Metal Ceiling	Metal	25	
C30 Interior Finishes	C3033	Wood Ceilings	Wood	30	
D10 Conveying	D1010	Elevators and Lifts	Elevators and Lifts	40	
D20 Plumbing	D2010	Plumbing Fixtures	W/C - Floor Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	W/C - Wall Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	Urinals - Floor Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	Urinals - Wall Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	Sinks - Stainless	20	
D20 Plumbing	D2010	Plumbing Fixtures	Sinks - Porcelain	20	
D20 Plumbing	D2010	Plumbing Fixtures	Showers	30	
D20 Plumbing	D2010	Plumbing Fixtures	Fixtures (all)	7	
D20 Plumbing	D2020	Domestic Water Distribution	All Types	30	
D20 Plumbing	D2030	Sanitary Waste System	All Types	30	
D20 Plumbing	D2040	Storm Water Drainage	Roof drains & piping	40	
D20 Plumbing	D2040	Storm Water Drainage	Scuppers & down spouts	20	
D20 Plumbing	D2090	Other Plumbing Systems	Acid Waste System	30	
D20 Plumbing	D2090	Other Plumbing Systems	Gas Distribution	30	
D30 HVAC	D3010	Energy Supply	Solar, Geo-thermal	30	
D30 HVAC	D3020	Heat Generating System	Boilers	30	
D30 HVAC	D3020	Heat Generating System	Furnaces	30	
D30 HVAC	D3030	Cooling Generating Systems	Chillers - Air Cooled	20	
D30 HVAC	D3030	Cooling Generating Systems	Chillers - Water Cooled	20	
D30 HVAC	D3030	Cooling Generating Systems	Cooling Towers	20	
D30 HVAC	D3040	Distribution Systems	Air Handlers	20	
D30 HVAC	D3040	Distribution Systems	Exhaust Fans	20	
D30 HVAC	D3040	Distribution Systems	Hydronic Piping	20	
D30 HVAC	D3041	Ductwork	Metal	30	
D30 HVAC	D3041	Ductwork	Flexible	20	
D30 HVAC	D3042	Insulation	External Insulation	30	
D30 HVAC	D3042	Insulation	Internal Insulation	15	
D30 HVAC	D3050	Terminal & Package Units	Roof Top Package Units	15	
D30 HVAC	D3050	Terminal & Package Units	PTAC Units	15	
D30 HVAC	D3050	Terminal & Package Units	CRAC Units	15	
D30 HVAC	D3050	Terminal & Package Units	Fan Coil Units	15	
D30 HVAC	D3050	Terminal & Package Units	VAV Units	15	
D30 HVAC	D3050	Terminal & Package Units	Heat Pumps	12	
D30 HVAC	D3050	Terminal & Package Units	Split System DX Units	15	
D30 HVAC	D3090	HVAC Controls: E&M / DDC	HVAC Controls: E&M / DDC	15	
D40 Fire Protection	D4010	Sprinkler System	Sprinkler System	25	
D40 Fire Protection	D4020	Standpipes	Standpipes	30	
D40 Fire Protection	D4030	Fire Protection Specialties	Fire Protection Specialties	10	
D40 Fire Protection	D4090	Other FP Systems	Other FP Systems	15	
D50 Electrical	D5010	Electrical Service	Pad Mntd Transformers (non-utility owned)	30	
D50 Electrical	D5010	Electrical Service	Pole Mntd Transformers (non-utility owned)	30	
D50 Electrical	D5010	Electrical Service	Motor Control Centers	30	
D50 Electrical	D5010	Electrical Service	Switchboards, Switch Gear	30	
D50 Electrical	D5010	Electrical Service	Main Distribution Wiring & Raceways	30	
D50 Electrical	D5015	Electrical Generation	Generator	20	

ASSESSMENT SYSTEM ASSEMBLIES

System Group	Sys Code	System Description	Assembly	Life	Cost/SF
D50 Electrical	D5020	Branch Electrical Distribution	Branch Wiring, Raceways & Panels	30	
D50 Electrical	D5025	Lighting	Lighting	20	
D50 Electrical	D5030	Communication	PA System	15	
D50 Electrical	D5040	Fire Alarm	Fire Alarm System	15	
D50 Electrical	D5050	Security	Security System	15	
D50 Electrical	D5090	Other Electrical Systems	Other Electrical Systems	25	
E10 Kitchen	E1011	Walk-In Cooler/Freezer			
E10 Kitchen	E1012	Ovens Ranges & Steamers			
E10 Kitchen	E1013	Production Equipment			
E10 Kitchen	E1014	Serving Lines			
E10 Kitchen	E1015	Kitchen Hood			
E10 Kitchen	E1016	Ware Wash			
E10 Kitchen	E1017	Kitchen Reconfiguration			
E10 Kitchen	E1018	Kitchen Flooring			
E10 Kitchen	E1019	Kitchen Walls			
E10 Kitchen	E1020	Kitchen Ceilings			
E10 Kitchen	E1021	Snack to Go Servery Components			
E10 Kitchen	E1022	Kitchen Others	Commercial Equipment	25	
E20 Equipment Others	E1030	Vehicular Equipment	Vehicular Equipment	25	
E20 Equipment Others	E1090	Other	Other	25	
E30 Furnishings	E2010	Fixed Casework	Shelving, Cabinets, Countertops	15	
G10 Site	G1030	Site Earthwork	Site Earthwork	100	
G20 Site Improvements	G2020	Parking Lots/Driveways	Asphalt Parking/Drives	30	
G20 Site Improvements	G2020	Parking Lots/Driveways	Concrete Parking/Drives	30	
G20 Site Improvements	G2030	Pedestrian Walkways	Sidewalks	30	
G20 Site Improvements	G2030	Pedestrian Walkways	Covered Walkways	30	
G20 Site Improvements	G2040	Fencing	Chain Link	25	
G20 Site Improvements	G2040	Fencing	Brick	30	
G20 Site Improvements	G2040	Fencing	Metal	30	
G20 Site Improvements	G2040	Fencing	Wood	20	
G20 Site Improvements	G2040	Fencing	Security	20	
G20 Site Improvements	G2050	Landscaping	Landscaping	30	
G30 Site Mechanical Utilities	G3010	Water Supply	Water Mains	30	
G30 Site Mechanical Utilities	G3020	Sanitary Sewer	Sewer Mains	30	
G30 Site Mechanical Utilities	G3030	Storm Sewer	Storm Mains	30	
G30 Site Mechanical Utilities	G3030	Storm Sewer	Site Storm Drainage piping & structures	30	
G30 Site Mechanical Utilities	G3040	Heating Distribution	Site Heating Distribution Piping	30	
G30 Site Mechanical Utilities	G3050	Cooling Distribution	Site Cooling Distribution Piping	30	
G40 Site Electrical Utilities	G4010	Electrical Distribution	Site Electrical Distribution	30	
G40 Site Electrical Utilities	G4020	Site Lighting	Site Lighting	30	
G40 Site Electrical Utilities	G4030	Site Comm & Security	Site Communication System	15	
G40 Site Electrical Utilities	G4030	Site Comm & Security	Site Security System	15	

ATTACHMENT C – EDUCATIONAL ADEQUACY ASSESSMENT

Educational Program Adequacy Assessment

The Educational Adequacy Assessment is typically guided by Educational Specifications documents, School District Standards, or an approach based on established industry standards. Our plan is designed to seamlessly incorporate these frameworks, as well as standards from other state agencies, ensuring a comprehensive and adaptable solution. The software solution offers a range of features to assist the district in effectively conducting an educational adequacy assessment. We will collaborate closely with the district to understand and integrate your specific requirements, tailoring the tool to meet your unique needs and objectives.

Working in concert with the district, our team will utilize the Educational Specification and/or district-approved standards to develop specific criteria to be assessed and evaluated. Once the list criteria of items to be addressed are agreed upon, the team will develop an appropriate scoring rubric and weighting system to be used to compare the educational suitability between spaces and facilities.

For the purposes of this engagement, we have proposed the Texas Administrative Code, Commissioner’s Rules for School Facilities, for the Spatial Adequacy calculation, and a questionnaire based format to measure Educational Suitability in the following key areas: support of programs, technology, security and supervision, instructional support, physical characteristics, learning environment and the relationship of spaces (adjacencies).

Spatial Adequacy - Capacity

Spatial Adequacy considers Texas Administrative Code (TAC) minimum standards as a benchmark to gauge how the existing size of an assessed space can adequately accommodate the educational requirements of that space. The study utilizes these comparisons to establish a grade for the spatial adequacy. Spatial deficiencies are reported for the new TAC “flexibility levels” using the quantitative method, on a classroom basis. Deficiencies are assigned a range of cost to renovate the facility to upgrade these spaces to comply with current TAC standards. See flexibility level chart for detailed description of each flexibility level.

Table of Flexibility Levels

Flexibility Levels TAC 61.1040	Description
Flexibility Level 1 (L1)	Single, fixed teacher presentation space; compact organization of spaces makes access to outdoor space limited and challenging; furniture is exclusively attached student desk/chair with an expectation of very infrequent rearrangement; minimal multipurpose functionality for walls with no capability of reconfiguration; teacher-centric digital instruction with partial access to mobile devices.
Flexibility Level 2 (L2)	Single, fixed teacher presentation space; compact organization of spaces makes access to outdoor space limited and challenging, but outdoor spaces may be visible from classrooms; furniture includes detached student desk/chair with an expectation of very infrequent rearrangement; moderate multipurpose functionality for walls with no capability of reconfiguration; teacher-centric digital instruction with moderate access to mobile devices.
Flexibility Level 3 (L3)	Multiple student/teacher presentation spaces; organization of spaces

Flexibility Levels TAC 61.1040	Description
	allows for proximal outdoor access that is visible from classrooms; flexible and mobile furniture that is easily rearranged; high use of multipurpose walls, including digital touchscreen and other functionalities; learner-centric digital instruction with high levels of access to a range of mobile devices.
Flexibility Level 4 (L4)	Multiple student/teacher presentation spaces that are likely mobile; organization of spaces allows for direct outdoor access that is visible from classrooms; highly flexible and mobile furniture that is easily rearranged by students independently or collectively; maximized inclusion of multipurpose walls, including digital capabilities and reconfiguration; learner-centric digital instruction with high levels of access to a range of mobile devices incorporating an "anytime/anywhere" instructional philosophy.

Spaces that are regulated by TAC, chapter 61, Rule 61.1040 are tabulated to determine if they meet the criteria and if not, what level of space deficiency they have. The spaces governed by this standard are:

- Library (Information Center)
 - The sum total square footage of all library-related areas shall meet the following minimum square feet (SF) requirements based on maximum instructional capacity and may be contiguous or dispersed:
 - for 100 students or fewer, a minimum of 1,400 SF;
 - for 101-500 students, 1,400 SF plus an additional 4 SF for each student in excess of 100;
 - for 501-2,000 students, a minimum of 3,000 SF plus an additional 3 SF for each student in excess of 500; and
 - for 2,001 or more students, a minimum of 7,500 SF plus an additional 2 SF for each student in excess of 2,000.
- Gymnasiums: 3,000 sf for elementary school (if provided)
- Classrooms: 36sf per pupil for low flexibility levels (L1 | L2), 42sf per pupil for higher flexibility (L3 | L4)
- Combination classroom/science labs: 50sf per student
- Special Education Classrooms: 45sf per pupil
- Cafeteria Seating Area:
 - TAC does not govern the size of the cafeteria seating area, but we recommend ten to fourteen square feet per student per period (based upon Council of Educational Facility Planners, International guidance). Cafeteria seating capacity range and serving line throughputs are reported herein.

Costs are included to create a compliant combination science classroom/lab for each elementary through renovation or addition. These estimates are found in the spatial adequacy section of the individual campus reports. It should be noted that the calculations do not expand the library areas by the calculated maximum OR operational capacity, but rather by using the 2022 current enrollment numbers provided by the district plus 15%. Renovation of a school facility to achieve these TAC space standards typically results in a reduction of teaching space, which will decrease the facility capacity accordingly.

Spatial Adequacy Example Report Excerpt

The space types noted below were observed, measured on-site and compared with the sizes from the adopted TAC for deficit (or surplus).

Example Table showing Spatial Adequacy Summary for a Representative Elementary Campus

FACILITY AREA	Room Area (SF)	TAC L1 | L2 area required (36sf /stud.)	L1 | L2 deficits (sf)	TAC L3 | L4 area required (42sf /stud.)	L3 | L4 deficits (sf)
Building A Classrooms (8 C/R)	775	792 (for 22:1 PTR)	17 ea -136 total	924 (for 22:1 PTR)	149 ea -1192 total
Building D Classrooms (6 C/R)	900	792 (for 22:1 PTR)	No deficit	924 (for 22:1 PTR)	24 ea -144 total
Building E Classrooms (3 C/R)	734	792 (for 22:1 PTR)	58 ea -174 total	924 (for 22:1 PTR)	190 ea -570 total
Building F Classrooms (4 C/R)	659	792 (for 22:1 PTR)	133 ea -532 total	924 (for 22:1 PTR)	265 ea -1060 total
Building G Classrooms (2 C/R)	659	792 (for 22:1 PTR)	133 ea -266 total	924 (for 22:1 PTR)	265 ea -530 total
Building I Classrooms (4 C/R)	1,030	792 (for 22:1 PTR)	No deficit	924 (for 22:1 PTR)	No deficit
Combination Classroom/Science Lab	NA	1,100	-1,100	1,100	-1,100
Gymnasiums (core)	3,890	3,000	No deficit	3,000	No deficit
Libraries (Info/Media Center) *	1,050	2,320	-1,270	2,320	-1,270
TOTAL NET AREA OF DEFICIENT ROOMS	18,806		9,286		18,806
TOTAL DEFICIT AREA (net)			-3,478 sf		-5,866 sf
TOTAL DEFICIT AREA (gross)	1.47 factor		-5,113 sf		-8,623 sf
TOTAL DEFICIT COST			\$ 3,932,000		\$ 7,326,000

Questionnaire focused Educational Suitability Assessment

A structured list of educational adequacy guidelines will be provided to the assessment team to support a consistent and objective evaluation of each facility. These guidelines will define the expected standards for instructional spaces, specialized learning environments, support areas, and core infrastructure—ensuring alignment with current educational programming and future-ready goals.

Each facility will be reviewed against these criteria, with individual elements scored based on their level of compliance or deficiency. To ensure meaningful comparisons and prioritization, the evaluations will be weighted according to their instructional impact, programmatic importance, and alignment with district goals. These weighted scores will then be aggregated into a composite index, which will serve as a quantifiable measure of educational suitability across campuses.

This approach enables data-driven decision-making, supports transparency in capital planning, and helps identify areas where targeted improvements can yield the greatest educational benefit. The screen capture below illustrates the view of the data collection form which prompts the assessor with a short definition of industry guidance, and allows the assessor to enter a numerical score for the level of compliance of the building with that industry standard. A field for notes explaining the score is also available.

Educational Adequacy Analysis

The Educational Adequacy Analysis is a comprehensive approach that assesses various aspects of educational facilities to ensure they meet the needs of students and staff effectively. This analysis typically encompasses several key criteria, such as Capacity, which examines whether the school can accommodate the current and projected student population. Technology assessment looks at the availability and integration of technological resources that support teaching and learning. Security measures the safety protocols and infrastructure in place to protect students and staff. Instructional Support evaluates the resources available for teachers to enhance their instruction, including materials and training. The Learning Environment criterion considers the physical and psychological aspects of the school that contribute to a conducive learning atmosphere. Lastly, the Relationship of Specifications assesses how well the school's design aligns with the educational goals and curriculum.

Each school is given a weighted score based on these criteria, which is then used for comparison purposes. This score, alongside the facility condition index, provides a quantitative measure of a school's suitability, which is invaluable for decision-making in the master planning process. By customizing this report to the specific requirements of the district, stakeholders can make informed decisions that align with the district's strategic goals and ensure that the educational facilities are up to the task of delivering quality education. The process of Educational Suitability Analysis is not only a reflection of a school's current state but also a roadmap for future improvements, guiding investments, and policy decisions to enhance the overall educational experience.

ATTACHMENT D
Parkhill
Hourly Rate Schedule
January 1, 2026 through December 31, 2026

**Facilities Condition Assessment, Long-Range
Facilities Master Planning, Long-Range Capital
Project: Planning and Preventative Maintenance Strategy**

Client: Ector County ISD

Location: Odessa, Texas

Agreement Date: February 3, 2026

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$84.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
		Architect	\$210.00	Architect	\$327.00
SUPPORT STAFF II	\$97.00	Civil Engineer	\$254.00	Civil Engineer	\$352.00
		Electrical Engineer	\$244.00	Electrical Engineer	\$346.00
SUPPORT STAFF III	\$134.00	Interior Designer	\$182.00	Interior Designer	\$259.00
		Landscape Architect	\$196.00	Landscape Architect	\$277.00
SUPPORT STAFF IV	\$142.00	Mechanical Engineer	\$237.00	Mechanical Engineer	\$335.00
		Structural Engineer	\$244.00	Structural Engineer	\$314.00
SUPPORT STAFF V	\$157.00	Survey Tech	\$190.00	Professional Land Surveyor	\$293.00
		Other Professional	\$180.00	Other Professional	\$270.00
SUPPORT STAFF VI	\$171.00				
PROFESSIONAL LEVEL I		PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Architect	\$171.00	Architect	\$256.00	Architect	\$417.00
Civil Engineer	\$184.00	Civil Engineer	\$296.00	Civil Engineer	\$425.00
Electrical Engineer	\$185.00	Electrical Engineer	\$285.00	Electrical Engineer	\$412.00
Interior Designer	\$158.00	Interior Designer	\$200.00	Interior Designer	\$356.00
Landscape Architect	\$158.00	Landscape Architect	\$213.00	Landscape Architect	\$356.00
Mechanical Engineer	\$177.00	Mechanical Engineer	\$277.00	Mechanical Engineer	\$396.00
Structural Engineer	\$176.00	Structural Engineer	\$282.00	Structural Engineer	\$415.00
Survey Tech	\$149.00	Survey Tech	\$231.00	Professional Land Surveyor	\$355.00
Other Professional	\$155.00	Other Professional	\$213.00	Other Professional	\$341.00
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$185.00	Architect	\$310.00		
Civil Engineer	\$207.00	Civil Engineer	\$351.00		
Electrical Engineer	\$210.00	Electrical Engineer	\$344.00		
Interior Designer	\$166.00	Interior Designer	\$239.00		
Landscape Architect	\$166.00	Landscape Architect	\$259.00		
Mechanical Engineer	\$203.00	Mechanical Engineer	\$332.00		
Structural Engineer	\$200.00	Structural Engineer	\$310.00		
Survey Tech	\$163.00	Professional Land Surveyor	\$262.00		
Other Professional	\$164.00	Other Professional	\$237.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026. After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

**PROFESSIONAL SERVICES AGREEMENT -
FACILITIES CONDITION ASSESSMENT, LONG-RANGE FACILITIES MASTER
PLAN, DEFERRED MAINTENANCE PLAN, PREVENTIVE MAINTENANCE
STRATEGY DEVELOPMENT**

This Professional Services Agreement (the “Agreement”) is made effective the date all parties hereto have signed the agreement, entered into by and between ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (“District”) and PARKHILL, SMITH & COOPER, INC. dba PARKHILL (“Consultant”) as follows:

I. PROJECT AND DESCRIPTION OF SERVICES

1.1. The District proposes to undertake a comprehensive evaluation of the current condition of the District's schools as more particularly set forth on Exhibit “A” and made a part hereof (collectively, the "Facilities"). Consultant agrees to provide the services with respect to the inspection, identification and evaluation of the Facilities described in the Scope of Work attached hereto as Exhibit “B” and made a part hereof (the "Services"). Any projections as to future student enrollment or student population (“Population Report”) completed by Consultant shall be submitted to District at least forty-five (45) days in advance of the final report (“Final Report”) to be submitted by Consultant. Said submission of the Population Report by Consultant shall include all data and data sources used by Consultant to complete said projections and actual copies of the said data used by Consultant. District shall have thirty (30) days from the date of receipt of the Population Report to review and comment on said projections. Consultant will review the District’s comments. Within five (5) days of its receipt of the District’s comments, the Consultant shall consult with District in good faith to address any of the District’s concerns related to said projections. If the District and the Consultant’s good faith consultation are ineffective to address the District’s concerns, the District may require the Consultant to amend or update the report.

1.2. Consultant agrees to provide at all times: (i) highly qualified personnel; (ii) an efficient business operation in terms of administration and accounting practices and procedures; (iii) services in a skilled, professional and efficient manner; (iv) cooperation with District so as to promote the best interests of District; and (v) performance of the Services in an expeditious, efficient, skillful and economical manner consistent with the best interests of District.

1.3. Consultant acknowledges that the Facilities are existing school buildings that are regularly occupied and currently in use. All District Facilities are required to continue their normal operation and occupancy of the Facilities during the performance of the Services and that such continual operation and occupancy is of critical importance. Consultant shall perform the Services so as to minimize to every extent reasonably possible any interference with the operation of the Facilities by District and the use and occupancy by the District.

1.4. The consultant provided the District with the Proposal for Facilities Condition Assessment, Long-Range Capital Planning, Deferred Maintenance Planning, and Preventative Maintenance Strategy Development (the “Proposal”) on February 3, 2026. The Proposal, including all attachments, is incorporated herein by this reference as though laid out in full. The

Proposal shall be considered a part of the Agreement and shall be fully enforceable as though written herein. If there arises any conflict between the terms of this Agreement and the Proposal, the Agreement shall control. The Proposal is attached as Exhibit “D”.

II. STANDARD OF CARE

2.1. Consultant represents that it is knowledgeable, competent and skilled in conducting facilities assessments and defined maintenance survey and has substantial experience in the identification and analysis of architectural systems, electrical systems, mechanical and plumbing systems and civil/site assessments for school buildings, campuses and athletic facilities, and the identification of current and near-term deficiencies as described in Exhibit “B”.

2.2 Consultant acknowledges that District is entering into this Agreement in reliance on Consultant's experience and qualifications with respect to performing the Services. Consultant will at all times conduct its activities and perform the Services (1) in accordance with the provisions of this Agreement and in a timely, diligent, skillful, competent and professional manner, consistent with the consulting professional standards of care and performance applicable to projects similar to the District’s Facilities, as performed by skilled professional consultants headquartered and operating in the State of Texas who have substantial experience in performing the Services for projects similar to the scope of work and with regard to the size and complexity of the Facilities.

III. FEE

Subject to the terms and conditions of this Agreement, District will pay Consultant a total fee of Nine Hundred Ninety-Five Thousand Dollars and no/100 (\$995,000.00) for the services provided pursuant to this Agreement. This fee shall be paid as follows:

- Task No. 1: Facility Condition Assessment with Asset Inventory and Accessibility Survey (“FCA Survey”). The FCA Survey fee shall be paid in a single, lump sum payment of \$600,000.00. Consultant guarantees that no fewer than twelve (12) qualified individuals will work to complete the FCA Survey over the course of five (5) months.
- Task No. 2: Educational Adequacy Assessment (“EAA”). The EAA fee shall be paid in a single, lump sum payment of \$150,000.00. Consultant guarantees that no fewer than two (2) qualified individuals will work to complete the EAA over the course of five (5) months.
- Task No. 3: Long-Range Capital Planning (“LRCP”). The cost of the LRCP shall be paid on an hourly basis. Consultant guarantees that the total billed cost for the LRCP shall not exceed \$180,000.00
- Task No. 4: Preventative Maintenance Strategy Development (“PMSD”). The PMSD fee shall be paid in a single, lump sum payment of \$65,000.00. consultant guarantees that no fewer than three (3) qualified individuals will work to complete the PMSD over the course of six (6) months.
- Optional Task: Deferred Maintenance Planning (“DMP”). The DMP is an optional service. If the District chooses to pay for the DMP, it shall notify the Consultant in

writing at least sixty (60) days before the Final Report is due. The DMP fee shall be paid in a single, lump sum payment of \$30,000.00. Consultant guarantees that no fewer than two (2) qualified individuals will work to complete the DMP over the course of two (2) months.

3.1 Not more than once every thirty (30) calendar days, the Consultant shall submit to the District an itemized invoice completed in accordance with the Hourly Rate Schedule and the Schedule of Values. Invoices shall show the percentage of completion of each portion of the Services as of the end of the period covered by the invoice, the total hours worked by each individual on the project, and the general tasks completed. These numbers shall be supported by such data substantiating the Consultant's right to payment as the District may reasonably require.

3.2 District shall pay all undisputed fees within forty-five (45) days of the application for payment date, based upon the submission by Consultant of such application for payment prior to the 25th day of each calendar month.

3.3 Consultant acknowledges that the fee described in 3.1 above is the total compensation payable by District to Consultant for the Services as completed. Consultant shall pay for any and all expenses it incurs in connection with the performance of its Services including, but not limited to any travel, mileage, printing, personnel and office expenses.

3.4 The fee includes all compensation and/or consideration for the Consultant's issuance of a perpetual license for access to and use of any software necessary to access, update and maintain reports and information submitted by Consultant, plus all technical support of the software for one (1) year following completion of the work.

IV. SCHEDULE OF COMPLETION

Consultant recognizes that time is of the essence in completing the Services. Consultant shall perform such Services in the character, timing and sequence as set forth on the Schedule of Services, which shall be completed by the consultant and the District within ten (10) days of the Effective Date. Consultant shall fully complete all Services in accordance with each Task Order issued and approved by the District. Each Task Order shall specify a start date and expected completion date and reflect the value and charges.

V. INSURANCE

Consultant shall, at Consultant's expense, at all times during the course of the Services maintain the insurance coverage required by Statute and shall furnish to District satisfactory evidence of such insurance.

5.1 All insurance policies required above are subject to District's approval and shall be written with solvent insurance companies authorized to do business in the State of Texas rated A- or better by Best's. All policies shall be written on a per claim basis and shall not contain any "sunset" clauses or similar provisions. Should any policy be canceled during the Consultant's provision of the Services and Consultant fails immediately to procure other insurance as specified, the District may procure such insurance and deduct costs thereof from the fees otherwise payable to the Consultant. The consultant will notify the District if any insurance policy required hereunder is cancelled for any reason.

5.2 Consultant shall, prior to commencement of any Services, furnish to District, or cause to be so furnished, certificates of insurance ("Certificates") for the policies and coverages enumerated herein, completed and endorsed by duly authorized agents of the underwriters, and naming District and any other party designated by District under each of the liability insurance policies described in Exhibit "C". District and any other party designated by District should also be provided with a Waiver of Subrogation for each of the policies described in Exhibit "C". The Certificates shall provide for written notice to District not less than thirty (30) days prior to the effective date of any cancellation. Following the renewal of such coverages from time to time but not later than ten (10) business days prior to the then current expiration of the policy coverage(s), Consultant shall promptly furnish to District Certificates evidencing that such coverages have been renewed.

The insolvency, bankruptcy, or failure of any insurance company carrying insurance for Consultant, or the failure of any insurance company to pay any losses, claims, liabilities, injuries, damage and expenses, including reasonable attorneys' fees, accruing shall not waive or invalidate any of the provisions of this Agreement and shall constitute a breach of this Agreement, and District may choose any of the remedies outlined in VI below.

VI. DEFAULT; TERMINATION

6.1 Consultant shall be in "Default" (herein so called) under this Agreement if:

(a) Consultant becomes insolvent, is adjudged a bankrupt, or makes a special assignment of the proceeds under this Agreement or makes a general assignment for the benefit of its creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(b) A receiver, trustee or liquidator of any of the property or income of Consultant is appointed; or

(c) Consultant refuses or fails to prosecute or complete the Services in accordance with this Agreement; or

(d) Consultant fails to comply with all applicable laws of any public authority having jurisdiction over the Services, or the District's Board Policies (Legal) and (Local) and any Regulations.

6.2 In the event of any Default by Consultant, District shall have the right to (a) suspend its performance under this Agreement, including as to the making of payments and (b) deliver a written notice of such default to Consultant. If such Default is not cured by Consultant within five (5) days of delivery of such notice, District shall have the right to terminate this Agreement in addition to any and all other remedies that District may now or hereafter have under this Agreement or at law or in equity.

6.3 District shall be in default under this Agreement (a "District Default") if at the time of the event in question Consultant is not in Default and:

(a) District becomes insolvent, is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(b) A receiver, trustee or liquidator of any of the property or income of District is appointed; or

(c) District refuses or fails to pay Consultant any undisputed amount due and payable within the time periods set forth in Section 3.2 hereof. So long as District shall pay Consultant any undisputed amount due and payable hereunder within the time periods set forth in Section 3.2 hereof, Consultant will continue to perform the Services so long as Consultant and District are negotiating in good faith to resolve a fee dispute.

6.4 Except as otherwise provided in Section 6.3 (c) above, in the event of any District Default under this Agreement, Consultant shall have the right to deliver a written notice of such District Default to District. If such Default is not cured within thirty (30) days of delivery of such notice, Consultant shall have the right to suspend or terminate its performance under this Agreement following five (5) business days after Consultant's delivery of a second notice to District. If such District Default is not cured within ten (10) days of delivery of such second notice, Consultant shall have the right to terminate this Agreement. In the event of such termination, District shall pay to Consultant all fees and reimbursable expenses due to Consultant for Services theretofore performed under this Agreement.

In addition to District's right to terminate this Agreement for Consultant's Default, District may terminate this Agreement for any reason or no reason with ten (10) days written notice. Upon receipt of written notice of termination, Consultant shall immediately cease its Services under this Agreement. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for its Services performed prior to date of the Notice of Termination.

6.5 Except as set forth herein, no remedy herein reserved to District or Consultant is intended to be exclusive of any other remedy, including, but not limited to, the remedy set forth in Subchapter D of Chapter 2251, Texas Government Code, but each and every such remedy shall be cumulative and shall be in addition to any other remedy provided for in this Agreement or as now or hereafter existing at law, in equity or by statute.

6.6 Notwithstanding any other provision in this Agreement, Consultant shall have no liability to the District and the District shall have no liability to the Consultant for contingent, consequential or other indirect damages, including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime or other similar business interruption losses, however, the same may be caused. The limitations and exclusions of liability set forth in this Section shall apply regardless of the fault, breach of agreement, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Consultant, its employees or subcontractors.

VII. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, PROTECT, DEFEND (FOR LIABILITY CLAIMS AGAINST COMMERCIAL GENERAL LIABILITY, WORKERS' COMPENSATION AND AUTO INSURANCE) AND HOLD HARMLESS DISTRICT, EACH OF THE MANAGERS, ADVISORS, DIRECTORS, OFFICERS, AFFILIATES, AND EMPLOYEES (COLLECTIVELY, "DISTRICT PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, OBLIGATIONS, COSTS AND/OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES. (COLLECTIVELY, "CLAIMS") TO THE EXTENT CAUSED BY (i) ANY BREACH OF CONSULTANT'S OBLIGATIONS HEREUNDER, AND/OR (ii) ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, INCLUDING ANY AFFILIATE, REPRESENTATIVE, SUBCONSULTANT OR EMPLOYEE OF CONSULTANT (EACH, A "CONSULTANT PARTY"), INCLUDING THOSE ACTUALLY ATTRIBUTABLE TO THE CONCURRENT STRICT LIABILITY, THE CONCURRENT WILLFUL MISCONDUCT, OR THE CONCURRENT ORDINARY NEGLIGENCE OF DISTRICT PARTIES; HOWEVER, IF THE LOSSES RESULT FROM THE CONCURRENT STRICT LIABILITY, THE CONCURRENT WILLFUL MISCONDUCT, OR CONCURRENT ORDINARY NEGLIGENCE OF DISTRICT PARTIES AND CONSULTANT PARTY, THEN SUCH INDEMNITY BY THE CONSULTANT PARTY WITH RESPECT TO DISTRICT PARTIES SHALL EXTEND ONLY TO SUCH PORTION OF THE LOSSES AS ARE ALLOCABLE TO CONSULTANT PARTY'S SHARE OF SUCH CONCURRENT STRICT LIABILITY, CONCURRENT WILLFUL MISCONDUCT, OR CONCURRENT ORDINARY NEGLIGENCE. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS ARTICLE VII.

7.1 Anti-Indemnity Savings Clauses, the indemnities in this Agreement shall only be effective to the maximum extent permitted by applicable law. If any law is enacted in Texas that limits in any way the extent to which indemnification may be provided to an indemnitee and such law is applicable to this Agreement then this Agreement shall automatically be

amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.

VIII. CONSULTANT EMPLOYEE STANDARDS

8.1 The Consultant shall at all times enforce strict discipline and good order among its employees and other persons carrying out the Services. The Consultant shall not employ any unfit persons or persons not skilled in the task assigned to them while located at or on the District's Facilities. The District may demand the dismissal of any person or persons employed by the Consultant in, about or on the Facilities, who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties, or neglect or refuse to comply with the directions of the District and such persons or persons shall not be employed again thereon without the written consent of the District.

(a) The Consultant, its employees, and any subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco, products, illegal drugs or controlled substances while on the Facilities, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the Facilities.

(b) Consultant's personnel assigned to perform Services shall be demonstrably free from addiction to, or use of, illicit drugs, as determined by a ten-panel urinalysis drug screening. Testing shall be accomplished at clinically supervised independent collection sites, certified by the Substance Abuse and Mental Health Services Administration (formerly National Institute of Drug Abuse).

(c) Consultant's personnel assigned to perform Services should present a professional appearance that reflects good personal grooming habits. Appearance standards are:

1. Only prescription eye-glasses may be worn. Sunglasses shall not be worn inside the building except on written recommendation of a physician.

2. Consultant's personnel shall not wear jewelry in their noses or ears, except for women who may wear earrings. No excessive or "dangling" jewelry may be worn on the neck, wrist or waist. Two rings and a wristwatch only, may be worn on finger and wrist.

(d) Personnel assigned to perform Services shall possess satisfactory public relations skills, sufficient to permit them to interact positively with District employees, visitors, and the general public. The use of profanity at or on Facilities will not be tolerated.

(e) All persons present at any of the Facilities are required to possess and display on their person an identification badge. The Consultant is required to provide, at its own expense, an identification badge for all employees working at any of the Facilities, i.e. Consultant's and subcontractor's personnel, and ensure they are prominently displayed at all times while present at any Facility. A color photo identification badge, furnished by the Consultant, must include a recent facial color photograph, the individual's full name and the name of the employer. The photo identification badge must not be smaller than a Texas issued driver's license. A duplicate copy of each color photo ID shall be submitted to the District for its

records.

(f) All persons present at any of the Facilities shall be required to sign in and out on the sign-in sheet designated by the Facility.

IX. MISCELLANEOUS PROVISIONS

9.1 This Agreement may be amended only by a written agreement executed by the parties hereto.

9.2 This Agreement and all conditions and provisions hereof are for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and are not intended for the benefit of any other person. In particular, nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement and shall be construed to give any testing company, vendor or his or her respective heirs, assigns or beneficiaries any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision contained herein. Any entities or individuals mentioned herein, or in any of the attachments hereto, are listed for convenience and understanding of this Agreement and said entities or individuals shall not be considered third party beneficiaries under this Agreement.

9.3 It is understood and agreed that the relationship of Consultant to District shall be that of independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: (a) make Consultant the agent, servant or employee of the District; or (b) create any partnership, joint venture or other association between District and Consultant.

9.4 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.

9.5 Pursuant to Texas Education Code Section 44.034, Consultant must give advance written notice to the District if the Consultant or an owner or operator of the Consultant has been convicted of a felony. The District may terminate this Agreement if the District determines that the Consultant 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.

9.6 (a) Pursuant to Texas Education Code Chapter 22, Consultant shall obtain all criminal history information regarding its "covered employees", as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant will also subscribe to that person's criminal history record information. Before beginning any Services, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date. Upon request by District, Consultant will provide, in writing, updated certifications and the names and any other requested information regarding covered employees, so that the District may obtain criminal history information on the covered employees. Consultant shall assume all expenses

associated with obtaining criminal history record information.

(b) Consultant will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to perform any of the Services. If Consultant receives information that a covered employee has a reported disqualifying criminal history, then Consultant will immediately remove the covered employee from performing any of the Services and notify the District in writing within three business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide Services. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant and any Sub-Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the Services are provided.

(c) For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the Services to be performed on the Facilities and has or will have direct contact with District's students. District contact shall include any and all activities involving physical proximity with students, direct communication with students, and/or physical proximity to students that permits direct communication. "Disqualifying criminal history" means any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses 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.

9.7 The failure of District or Consultant to notify the other of any Default or District Default under this Agreement shall not be deemed a waiver by such party of any rights granted hereunder or otherwise.

9.8 The obligations of District and Consultant contained herein shall bind or inure to the benefit District and Consultant and their respective successors, assigns and legal representatives. Consultant shall not assign this Agreement in whole or in part or subcontract its services as a whole or in material part without the prior written consent of District, nor shall Consultant assign any moneys due or to become due to it hereunder, without the prior written consent of District, which consent shall be granted or denied by District in its sole and absolute discretion (except that such approval shall not be unreasonably withheld with respect to a proposed assignment only of moneys due or to become due to Consultant under this Agreement). The District acknowledges that Consultant will use certain subconsultants including Zonda, MOCA Systems, Inc. and Food Design Professionals and the work of each shall be approved in connection with an appropriate written Work Order.

9.9 All notices, demands, requests or other communications provided for or permitted to be given pursuant to this Agreement must be in writing and shall be effective (i) when personally delivered or sent by Email (with hard copy to follow) to the recipient at the recipient's address set forth below; or (ii) one (1) business day after deposit with a nationally recognized overnight courier or delivery service, addressed to the recipient as set forth below, or (iii) upon receipt or refusal to accept receipt when deposited in the United States mail, postage prepaid, by

registered or certified mail, return receipt requested. By giving to the other party at least thirty (30) days prior written notice hereof, each party shall have the right from time to time, and at any time, during the term of this Agreement, to change its respective address. All notices shall be delivered or sent to the respective parties at the following addresses:

(a) Notices to Ector County ISD:

Dr. Anthony Sorola
Associate Superintendent
Ector County ISD
802 N. Sam Houston
Odessa, Texas 79761

(b) Notices to Consultant:

Parkhill
Attn: David Finley
1700 W. Wall St.
Suite 100
Midland, Texas 79701

9.10 Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach hereof, the non-prevailing party in any final judgment agrees to pay to the other party all reasonable costs, charges, and expenses, including attorney's fees, expended or incurred in connection therewith at both the trial and appellate levels.

The Prevailing Party is the Party who recovers at least 67% of its total claim of damages in the action or who is required to pay no more than 32% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney fees and cost shall not exceed the net monetary award of the Prevailing Party.

If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, the parties shall rehabilitate and amend said provision to conform with the original intent of the Parties and the applicable law so the provision is enforceable. If an invalid provision cannot be rehabilitated, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provision(s) never had been inserted in this Agreement.

9.11 This Agreement is not intended, and shall not be deemed or construed, to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

9.12 This Agreement may be executed in any number of original copies, each of which shall be an original for all purposes. This Agreement may be executed in any number of

counterparts, all of which when taken together shall constitute one and the same document.

9.13 This Agreement shall be deemed performable in Odessa, Texas, and shall be governed by the laws of the State of Texas.

9.14 Any and all rights, benefits, representations, warranties, covenants and agreements which benefit District or Consultant hereunder, and all obligations of District and Consultant hereunder, shall survive the termination or expiration of this Agreement and continue in full force and effect.

9.15 To the extent in its possession, District shall furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information as Consultant deems necessary for proper performance of the Services; and Consultant will be able to rely on such information provided by the District. District-provided documents shall remain the property of District. Consultant has no obligation to check the accuracy or completeness of District supplied information but will bring to the District's attention any discovered discrepancies.

9.16 Any delays in or failure of performance by Consultant or District, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of District or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosions, accidents, riots, strikes or to her concerted acts of workmen, whether direct or indirect; or any causes, whether or not the same class or kind as those specifically named above, which are not within the reasonable control of District or Consultant respectively. In the event that event or force majeure as herein defined occurs, Consultant or District shall be entitled to a reasonable extension of time for performance of its services under this Agreement.

9.17 Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby. Such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder. The Parties expressly and unequivocally waive their right to argue that a waiver has occurred in any proceeding concerning this Agreement except under the specific terms laid out in this paragraph.

9.18 Any Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by this reference. Typewritten or handwritten provisions inserted in this Agreement or the Exhibits that are initialed by the Parties shall control all printed provisions in conflict therewith.

9.19 The Parties acknowledge that each Party has had access to counsel and an opportunity to read, review, and revise this Agreement. The terms of this Agreement are the result of joint efforts of the Parties. Therefore, the Parties agree that this Agreement, and any given provision of it, shall be considered to have been mutually prepared by both Parties and shall not be more strongly construed against either Party hereto.

9.20 This Agreement, including the Exhibits attached hereto, sets forth all the promises, covenants, agreements, conditions and understandings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

9.21 Consultant acknowledges that District is a political subdivision of the State of Texas, and, as such, may enjoy immunities from the pursuit and/or liability under the Constitution and the laws of the State of Texas. By entering into this Agreement, District does not waive any of its immunities from suit and/or liability excess as specifically authorized by law.

X. DISPUTE RESOLUTION PROCESS

10.1 District and Consultant understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of the Services performed under this Agreement or from any dispute concerning Agreement terms. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. The first stage of the resolution process shall be negotiations between the respective project managers of the Parties.

10.2 If any dispute or claim arising under this Agreement cannot be readily resolved by the Parties pursuant to negotiations between the project managers, the Parties agree to refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review and resolution. A copy of the Agreement and other relevant documents, agreed upon facts (and areas of disagreement), and concise summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.

10.3 If the dispute has not been resolved under the process set forth in Section 10.2 within thirty (30) days after the dispute was first referred to the executive panel, the Parties will attempt to resolve the dispute through non-binding mediation. If the mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall conduct a meeting (not to exceed one day) during which each party shall present its version of the facts (supported by relevant documents), its assessment of damages, and its argument. Mediation shall take place in Ector County, Texas. The Parties shall provide the Mediator with copies of all documents provided to their executives under Section 10.2 at least ten (10) days prior to the scheduled date of the mediation meeting. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Each party agrees to make any relevant, non-privileged documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

10.4 After the presentations of the Parties, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then attempt to resolve the matter with

the assistance of the Mediator. If the Parties cannot achieve resolution at the mediation meeting or within forty-eight (48) hours after the close of such meeting, the Mediator will, within fifteen (15) additional days, issue a written, non-binding decision on the disputed issues.

10.5 If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may then elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**DISTRICT:
ECTOR COUNTY INDEPENDENT SCHOOL
DISTRICT**

BY: _____

NAME: Dr. Keeley Boyer

TITLE: Superintendent

ATTEST:

**CONSULTANT:
PARKHILL**

BY:  _____

NAME: David Finley, EdD, AIA

TITLE: Director of Education | Partner

Exhibit "A"

List of Facilities

Comprehensive Evaluation of Facilities

District Information/Specifications

LOC	Facility	Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage
004	Alternative Education Center High School	11,892	24,064	35,956	3.00
011	George H.W. Bush New Tech Odessa High School	149,127	0	149,127	10.31
002	Odessa High School	481,629	11,008	492,637	26.85
002	Whitaker South Building (OHS)	8,144	0	8,144	1.22
002	Whitaker North Building (OHS) TLC	16,194	0	16,194	1.09
698G	Frost Bakery Advanced Technical Center & Greenhouse	61,178	0	61,178	2.81
003	Permian High School	553,013	11,712	564,725	42.36
042	James Bonham Middle School	158,903	5,376	164,279	21.05
043	James Bowie Middle School	194,784	6,144	200,928	6.36
044	David Crockett Middle School	143,314	9,408	152,722	18.00
047	Ector Middle School	265,500	2,304	267,804	20.43
046	Chester W. Nimitz Middle School	163,718	10,752	174,470	23.28
045	Wilson & Young Medal of Honor Middle School	137,251	6,656	143,907	18.96
125	Thomas Blanton Elementary School	60,059	2,688	62,747	9.76
133	Dr. Lee Buice Elementary School	90,834	4,608	95,442	12.39
136	Edward Bureson Elementary School	66,812	960	67,772	9.67
104	David Gouverneur Burnet Elementary School	64,576	0	64,576	12.04
130	Laura Cavazos Elementary School	72,729	4,032	76,761	13.00
107	Richard Dowling Elementary School	68,481	3,072	71,553	15.00
131	Edward K. Downing Elementary School	90,834	3,072	93,906	12.288
126	Murry Fly Elementary School	70,800	7,584	78,384	9.55
110	Goliad Elementary School	61,231	2,304	63,535	10.24
111	Rafael Gonzales Elementary School	62,971	0	62,971	12.05
114	John Ireland Elementary School	62,718	0	62,718	8.00
128	Lyndon B. Johnson Elementary School	67,500	0	67,500	10.47
129	Barbara Jordan Elementary School	67,661	6,336	73,997	11.50
124	Ellen and William Noel Elementary School	68,642	1,536	70,178	11.08
117	Elisha Pease Elementary School	72,396	0	72,396	14.68
119	Sul Ross Elementary School	61,488	0	61,488	13.55
113	Sam Houston Elementary	69,767	0	69,767	11.82

Exhibit "A"

121	San Jacinto Elementary	62,442	1,792	64,234	5.00
132	G.E. "Buddy" West Elementary School	90,834	1,536	92,370	16.246
102	Stephen F. Austin Montessori Elementary Magnet School	75,079	1,680	76,759	4.77
101	Gale Pond Alamo Elementary Magnet School	56,828	1,920	58,748	4.25
127	Edward L. Blackshear Elementary Magnet School	107,951	1,536	109,487	12.18
105	Ewen Cameron Dual Language Elementary Magnet School	75,557	768	76,325	9.87
112	Hays Magnet Academy Elementary	60,196	2,496	62,692	13.73
116	Benjamin Milam Elementary Magnet School	86,306	768	87,074	7.16
118	Ronald Reagan Elementary Magnet School	64,234	4,032	68,266	10.85
122	William Travis Magnet Elementary School	58,476	2,560	61,036	14.14
123	Lorenzo de Zavala Magnet Elementary School	82,339	768	83,107	8.12
106	George Washington Carver Early Education Center	40,605	0	40,605	3.15
115	Mirabeau Lamar Early Education Center	55,755	0	55,755	8.75
970	Administration Building	55,443	0	55,443	4.32
970	Barbara Chancellor	8,310	0	8,310	.47
131	Boys and Girls Club at Downing Elementary	8,000	0	8,000	.49
856	Community Outreach Center	4,040	0	4,040	1.22
698A	CTE Ag Farm	23,637	0	23,637	23.79
952	ECISD Police	8,053	0	8,053	.59
960	Facilities (Maintenance/Custodial Office)	2,989	0	2,989	5.22
974	School Nutrition	28,100	0	28,100	3.63
897	IMA building	10,245	0	10,245	2.08
864	Information Technology	15,043	0	15,043	.37
955	Maintenance Operations	45,363	0	45,363	4.01
970	Michael C. Killion House	27,669	0	27,669	1.14
975	Print & Mail Services	16,757	0	16,757	.42
905	Ratliff	55,054	0	55,054	101.78
871	Special Education	12,985	0	12,985	1.3
882	Student Admission	2,237	0	2,237	.59
986	Transportation	79,968	0	79,968	6.37
	ECISD Development Office	12,249	0	12,249	.66
	CTE High School (Opens 12/2026)	176,000	0	176,000	41.0
	Vasquez Middle School (Opens 8/2026)	197,000	0	197,000	42.0

Exhibit "A"

	PHS JROTC (located on PHS campus)	3,000	0	3,000	
	8860 Loop 338 Transportation	95,000	0		35.18
		4,683,622	119,408	4,988,113	507.884
		Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage

Exhibit “B”

Scope of Work

- 1.1. Buildings’ Condition –
 - 1.1.1. Develop and update district standards:
 - 1.1.2. Develop a methodology for updating standards
 - 1.1.3. Identify existing conditions and include identified deficiencies, corrective actions, and the cost and priority of the corrections.
 - 1.1.3.1. Areas to include as a minimum are civil, architectural, MEP, ADA, and Roofing:
 - 1.1.3.1.1. Site: grounds, utilities, playgrounds, paving systems and parking capacities
 - 1.1.3.1.2. Curb appeal
 - 1.1.3.1.3. Exterior systems: roofs, walls, window systems, exterior doors, and structural components
 - 1.1.3.1.4. Interior systems: walls, doors, hardware, floors, and ceilings
 - 1.1.3.1.5. ADA Assessment
 - 1.1.3.1.6. Heating, ventilation, and air conditioning systems to include controls
 - 1.1.3.1.7. Electrical distribution and lighting systems
 - 1.1.3.1.8. Plumbing systems
 - 1.1.3.1.9. Fire/life safety systems
 - 1.1.3.1.10. Technology infrastructure
 - 1.1.3.1.11. Elevators cabs and structures
 - 1.1.3.1.12. Special construction
 - 1.1.3.2. Database in a manageable electronic format such as Microsoft Access and/or Excel spreadsheets to become the property of the Ector County ISD. Include the capability of:
 - 1.1.3.2.1. Track deficiencies and corrective actions
 - 1.1.3.2.2. Assigning deficiencies to a room location
 - 1.1.3.2.3. Calculating a building’s facility condition index
 - 1.1.3.2.4. Ability to total the repair budget to include hard and soft costs for each building and discipline for projected spends using nationally recognized construction estimating data such as RSMeans or Department of Labor wage determinations for the Ector County area.
 - 1.1.3.2.5. The assessment software/database must have the capability of summarizing these data at the school facility and district levels.
 - 1.1.3.2.6. Incorporate Ector County ISD-supplied facility conditions data into the assessment software, analytical studies, and reports. All District-supplied facility conditions data will be identified as such and includes:
 - 1.1.3.2.6.1. 2023 Bond Project List
 - 1.1.3.2.6.2. AHERA Management Plan
 - 1.1.3.2.6.3. Temporary Buildings Report
 - 1.1.3.3. Forecasting –
 - 1.1.3.3.1. Identify the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable
 - 1.1.3.3.2. Include the long-range facility renewal costs
 - 1.1.3.3.3. Develop a Cycle Replacement Program.
 - 1.1.3.3.4. Prepare an economic analysis of all buildings that may be candidates for consolidation or replacement
 - 1.1.3.3.5. Consider the long-term capital costs for renovation or new construction and the operating expenses associated with the projected life of the facility
- 1.2. Education Adequacy Assessment
 - 1.2.1. Measure the current and anticipated Ector County ISD’s mission and standards-based assessment to identify deficiencies which may be remedied through renovation and those that are not economically feasible to correct.
 - 1.2.2. Include instructional and operational/administrative support facilities
 - 1.2.3. Conditions to include:
 - 1.2.3.1. Inappropriately-sized teaching spaces
 - 1.2.3.2. The lack of appropriate plumbing facilities
 - 1.2.3.3. Undersized core spaces
 - 1.2.3.4. Inadequate administrative support space

Exhibit “B”

- 1.2.4. Prepare an educational suitability score that will reflect all of the educational adequacy criteria in a scope that can be used to rank and prioritize future work
- 1.3. Long-Range Capital Planning – Prepare a 10-year plan to manage the district’s facility assets with a series of project packaging scenarios that will include prioritized projects grouped into various funding levels with associated costs and anticipated administrative expenditures.
 - 1.3.1. Anticipate community engagement and on-going support to build consensus around the proposed plan along with facility options for each school. Long-range planning will require the respondents to facilitate committee planning meetings and community town hall meetings.
 - 1.3.2. Include a cash flow analysis to project total program expenditures including all related costs over the course of the intended program implementation term.
 - 1.3.3. Explore alternative funding mechanisms which may include energy savings companies; federal, state, or local grants; empowerment zone funds; e-rate funding; or non-traditional privatized delivery processes
 - 1.3.4. Include:
 - 1.3.4.1. All of the assessment data and analysis,
 - 1.3.4.2. Description of the recommended funding and implementation program,
 - 1.3.4.3. A master schedule
 - 1.3.4.4. Master budget for all projects escalated to their dates of construction.
- 1.4. Technology Requirements – The proposed assessment database should establish a platform to manage district facility assets, manage the reduction of deferred maintenance, and populate Ector County ISD work order maintenance operations.
 - 1.4.1. Provide an appropriate set of software, systems, and procedures that enable district to continue to update all data, and manage deferred maintenance reduction.
 - 1.4.2. Provide assessment software that can sort, prioritize, and support strategic work planning and packaging.
 - 1.4.3. Software shall provide:
 - 1.4.3.1. Comprehensive deficiency tracking
 - 1.4.3.2. Life cycle forecasting with asset tracking for major fixed equipment
 - 1.4.3.3. Internal educational adequacy analysis
 - 1.4.3.4. Linking of CAD plans to the room level assessment data
 - 1.4.3.5. Adjustable soft costs with an internal industry standard cost database for developing line-item cost estimates for project packaging to a long-range capital plan.
 - 1.4.4. Report on the value of the replacement facilities including the total asset value of the facilities portfolio.
 - 1.4.5. Software Specifications – Licensed to Ector County ISD and meeting the following criteria:
 - 1.4.5.1. Robust database platform capable of housing a minimum of 10,000 digital images, 100 CAD drawing files, and a minimum of 300,000 database records without significant performance degradation.
 - 1.4.5.2. Ability to cleanly export selected, queried, or table data fields to an Excel spreadsheet for formatting and inclusion in documentation and reports. Allow multiple user access through the district’s current network.
 - 1.4.5.3. Provide security levels that will provide adequate security for administrator, client, and user access at various levels though out the application.
 - 1.4.5.4. Allow for updating by the licenser on a regular basis.
 - 1.4.5.5. Include online help files and documentation
 - 1.4.5.6. The preferred software platform is a SQL Server-based application that can be interfaced through to Ector County ISD existing applications with the capability to house all of the deficiencies reported at the room level of detail, if the district desires.
 - 1.4.5.7. All pictures and files associated with the assessment should be incorporated into the system for ready viewing and access.
 - 1.4.5.8. The software shall be hosted on Ector County ISD servers within the overall network security protocols of Ector County ISD.
 - 1.4.5.9. Training and Technical Support Requirements – Provide multi-structured training programs to be conducted at Ector County ISD’s facilities for approximately ten

Exhibit “B”

individuals.

2. Statement of Qualifications –Provide your experience with the following which will be required for the scope of work by Ector County ISD.

2.1.1. Data collection-Provide evidence of ability to assemble and organize relevant study data using the following:

- 2.1.1.1. Previous district studies
- 2.1.1.2. Current floor plans
- 2.1.1.3. CAD documentation
- 2.1.1.4. Maintenance records.

2.2. Space verification-Provide evidence of ability to convert and develop electronic floor plans from:

- 2.2.1. Current CAD drawings
- 2.2.2. Blue line drawings
- 2.2.3. Verify accuracy of drawings
- 2.2.4. Utilize the verified information in the assessments

2.3 Inventory Space-Provide evidence of detailed space inventory for all district facilities to include:

- 2.3.1. School facility portfolio
- 2.3.2. Types of spaces:
 - 2.3.2.1. Academic Core Areas
 - 2.3.2.2. Library
 - 2.3.2.3. Physical Education
 - 2.3.2.4. Auditorium
 - 2.3.2.5. Media Center/Work Rooms
 - 2.3.2.6. Student Dining and Food Service
 - 2.3.2.7. Administrative Spaces
 - 2.3.2.8. Teacher Support
 - 2.3.2.9. Student Support
 - 2.3.2.10. Career and Technical Program Areas
 - 2.3.2.11. Fine Arts Facilities
 - 2.3.2.12. Athletic Facilities
 - 2.3.2.13. Custodial Services
 - 2.3.2.14. Restrooms-Staff and Students
 - 2.3.2.15. Storage areas
 - 2.3.2.16. Secured storage
 - 2.3.2.17. Secured entrances
 - 2.3.2.18. MDF/IDF rooms
 - 2.3.2.19. Environmentally controlled spaces
 - 2.3.2.20. Clinic space
 - 2.3.2.21. Conference areas
 - 2.3.2.22. Temporary buildings
 - 2.3.2.23. Multi-purpose areas

3. Educational Adequacy-Standards-based approach:

3.1. Standards Development—Provide evidence of expertise in developing standards using trends for the district.

3.2. Standards to include:

- 3.2.1. Priorities and weightings
- 3.2.2. Square feet parameters
- 3.2.3. Quantify all elements of instructional spaces
- 3.2.4. Area programs for larger enrollments per school type
- 3.2.5. Define a process methodology that will ensure objective and credible findings

3.3. Standards must include:

- 3.3.1. District input

Exhibit “B”

- 3.3.2 TEA Guidelines and requirements
 - 3.3.3 Best practices from ISD’s throughout the nation
 - 3.3.4 The development process
 - 3.3.5 Communication with district stakeholders
- 4 Areas to be evaluated:
- 4.1 Capacity-Ability of core facilities to meet needs of the student population per location.
 - 4.2 Support for Programs- Provision of special spaces or classrooms that support specific curriculum offerings such as music, sports, science, technology, special needs populations and career and technical programs.
 - 4.3 Technology- Presence of infrastructure, data distribution/storage, and equipment within classroom and laboratory settings with ability to support emerging technology (local area network cabling, WIFI presence, video distribution systems, electrical outlets, and video projection or interactive whiteboards).
 - 4.4 Supervision and Security- site buffers, security fencing, sight lines, lighting, and obstructions in instructional spaces that make supervision difficult or impossible.
 - 4.5 Instructional Aids- Presence of necessary equipment within teaching spaces (teacher storage, student storage, writing and tack surfaces, sinks, demonstration tables, and fixed audio/video equipment).
 - 4.6 Physical Characteristics- Size and shape of individual teaching spaces including ceiling heights.
 - 4.7 Learning Environment- Meet learning objectives, offer adequate collaborative spaces, and reflect best practices with level of comfort, lighting, odor free, controllable temperatures, and quietness.
 - 4.8 Relationship of Spaces- Proximity of instructional spaces to support areas like libraries, rest rooms, and student dining and recreational areas.
 - 4.9 Provide methodology for facilitating a forum with stakeholders on the vision of education within the district. This vision session will be aimed at:
 - 4.9.1 Identifying trends in education,
 - 4.9.2 New directions or changes in the curriculum approach
 - 4.9.3 Facility impacts of these potential changes
 - 4.9.4 Classroom of the future
 - 4.9.5 Prototypical designs
 - 4.9.6 Grade configurations
 - 4.9.7 Special learning areas
 - 4.9.8 Alternative organizational concepts



Exhibit "C"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Sanford & Tatum Insurance Agency, PO Box 64790, Lubbock TX 79464. CONTACT NAME: Dee Bartlett, PHONE: (806) 792-5564, FAX: (806) 792-9344, E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Phoenix Insurance Co (25623), INSURER B: Charter Oak Fire Ins. Co (25615), INSURER C: Travelers Property Casualty Co. of America (25674), INSURER D: Farmington Casualty (41483), INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: 25/26 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (6305H948872), B AUTOMOBILE LIABILITY (BA4N167444), C UMBRELLA LIAB EXCESS LIAB (CUP5H948872), D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (UB5H948872).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ECISD FCA Assessment | 46847.25. The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER: Ector County Independent School District, Attn: Purchasing, 802 N. Sam Houston, Odessa TX 79761. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Dianora Tatum



Exhibit "C"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Risk Strategies, 12801 North Central Expy. Suite 1725, Dallas, TX 75243
INSURED: Parkhill, 4222 85th St., Lubbock TX 79423
CONTACT NAME: Simran Patel
PHONE (A/C, No. Ext):
FAX (A/C, No):
E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com
INSURER(S) AFFORDING COVERAGE: Travelers Casualty and Surety Co of Amer
NAIC #: 31194

COVERAGES CERTIFICATE NUMBER: 89221964 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional & Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies. ECISD FCA Assessment | 46847.25

CERTIFICATE HOLDER: Ector County Independent School District, ATTN: Purchasing, 802 N. Sam Houston, Odessa TX 79761
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Hillary Bryant

February 3, 2026

Dr. Anthony Sorola
Associate Superintendent
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761

Re: Proposal for Facilities Condition Assessment, Long-Range Capital Planning, Deferred Maintenance Planning, and Preventative Maintenance Strategy Development

Dear Dr. Sorola:

Parkhill is pleased to have the opportunity to provide Architectural, Engineering, Planning, and Demographic Study Services to Ector County Independent School District (ECISD) to perform a Facilities Condition Assessment and other related planning activities which will inform ECISD's long-range facility planning process. The following outlines our understanding of the Project Scope and how we propose to provide Services for your Project.

Our Proposal is offered in sections according to the following breakdown of services:

- Task 1 Facility Condition Assessment with Asset Inventory and Accessibility Surveys
- Task 2 Educational Adequacy
- Task 3 Long-Range Capital Planning
- Task 4 Preventative Maintenance Strategy

Following the description of services for each task, we have included information that we will need from the district for our data collection phase, a list of services that are excluded and not part of the Scope, a proposed draft schedule for stakeholder engagement, and a breakdown of fees for each task. We have also included an optional, supplemental service for a second year of demographic analysis the district may wish to consider after completion of this initial engagement.

Task 1 - Facility Condition Assessment

A Facility Assessment is a standardized process by which building systems and components are evaluated against reference construction and design standards. The Facility Condition Assessment will assess the physical conditions, functional performance of the instructional facilities and support buildings throughout the district.

Inventory to Assess

The school district has three early education centers, 25 elementary schools, six middle schools, two comprehensive high schools, three choice high schools, and ten support facilities including one athletic stadium; Ector County ISD is primarily located in Odessa, Texas.

Collection Tool and Level of Detail

Campuses will be evaluated by the field observation team, and existing/current data for all building systems listed in Attachment B.

Our Scope of Work includes a data collection phase that will become part of the comprehensive ALPHA database hosting facility information that includes asset location, number, name, and use; dates of construction and renovation; and number of floors, gross areas, and other relevant data. System component data will contain age and remaining useful life information for each record. Besides these basic data and in addition to the condition and educational suitability assessment data, facility plans,

capacity/enrollment analysis information, maintenance staff records, pending repairs lists, and equipment inventory information can also be hosted in the database.

Condition assessment reports will identify immediate, short-term, and long-term capital needs. Project costs can be reported annually and can be categorized by priority levels that ECISD can manipulate within the database. Condition ratings normally follow the procedure adopted for Facility Condition Index, as defined by the American Physical Plant Association (APPA). ALPHA has a built-in reporting feature for facility condition index by campus, and as facilities are upgraded or renewed, this reporting feature is a good way to show progress. Furthermore, a ten-year capital renewal cost summary will be a standard dashboard.

Assessment Team Observations and Assumptions

The Facility Assessment Team will visit the sites to observe each building system to identify current deficiencies and future needs in terms of building system lifecycles (condition) and alignment of facility design to an adopted instructional delivery model (educational suitability, see Task 2). Our field observers are Architects and Engineers, or specialists working under the supervision of Architects and Engineers, who evaluate the existing conditions using their specialized knowledge and experience.

The Facility Condition Assessment will assess the physical condition of interior, exterior, site, and building systems for each campus throughout the District. The field observation team will evaluate the mechanical, electrical, plumbing, roofing, HVAC, and life safety systems making up each building, in addition to interior finishes and interior construction materials such as doors and cabinetry.

Structural systems like foundations and roof framing are non-renewable, meaning they have more than a 100-year expected useful life. As part of this scope, field observers will make visual observations of perimeter building elements to note significant cracking or areas of foundation settlement. Interior observations of floor slabs will look for differential floor movement or unusual settlement in floor slabs on grade. Field observations are limited in an assessment, and no calculations are performed. However, if field observers note unusual deflections in framing elements, severe cracking in structural load-bearing masonry or concrete, or large foundation settlements, ALPHA will be alerted to the issue, and Parkhill can mobilize a structural engineering team to perform a more detailed investigation as an additional hourly service.

Roof areas, with corresponding material type, deck composition, and age will be cataloged for each campus for the purpose of building a long-term renewal plan for District roofing. Insurance policy records for roofing areas still under warranty can be stored in the master database.

Observers will also collect data regarding building components necessary for the facility's ADA compliance and fire safety requirements that can be utilized in the Long-Range Planning Phase. Due to the complexity of building code requirements for fire safety that vary on the level of renovation, it is our proposal that the condition assessment portion of Task 1 focus on what is available in the existing building. As an example, observers can observe corridor walls to see if they extend to the roof deck and can also look for smoke compartmentalization at points of addition, noting for the building system record. The collection tool will capture an approximate cost, based on a business rule adopted for our field observers, by adding a record for extending a wall to deck, for example. Whether that wall needs dollars in a future renovation project will depend on a more detailed Building code study, either in a master-planning phase or detailed design phase. We would propose ADA compliance be treated in a similar way, since the Texas Accessibility Standards are subject to recurring technical memoranda and interpretation.

All electronic reports and databases will be living documents that will be transferred to ECISD for long term maintenance, planning and documentation. Parkhill/ALPHA will advise the District regarding software interfaces that are best suited to existing District processes, protocols and systems. Included will be coordination between software provider's systems and training to ensure that the District is equipped with a relevant tool for present and future planning.

The facility assessment and long-range plan will be developed with a robust database of detailed system information. This information can be synthesis in downloadable and consumable reports that can be printed from local devises.

Task 2 - Educational Adequacy

The Educational Adequacy assessment examines the level of security and supervision, instructional support, the quality of learning environment, technology integration, and relationship of spaces within the school. We will engage Campus Principals, Executive Leadership and Cabinet Members through electronic surveys to gather data in an efficient and comprehensive manner. The Educational Adequacy study is described in more detail in Attachment C. To measure the educational adequacy of a space the team will employ either a qualitative or quantitative metric based on ECISD’s educational specifications and the teaching and learning philosophy.

Task 3 - Long-Range Capital Planning

Long-range Capital Planning is the culmination of data collection, analysis, and reporting into a roadmap for facility improvement and a tool to manage growth, capacity, and resources effectively over time. Figure 1 below illustrates how different tasks in the planning process flow and work together.

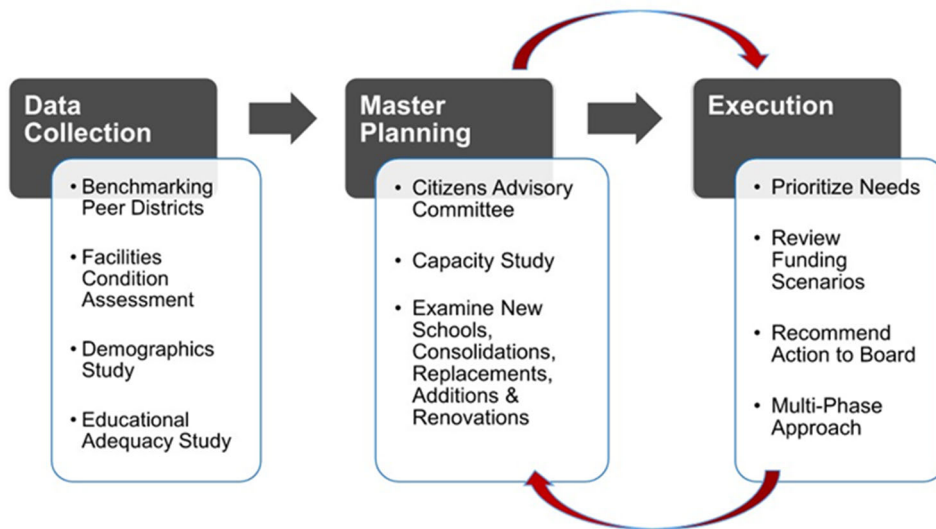


Figure 1. Long-Range Capital Planning Process

We anticipate Long-Range Planning will include the following activities:

- Peer Benchmarking: Comparing ECISD instructional campuses to similar school districts in Texas for square footage and operational costs per student.
- Capacity Study: An analysis of capacity in the context of enrollment projections and potential campuses projected to be under or overutilized over time. Capacity calculations include the total school plant capacity and core areas like the kitchen, cafeteria, and rooms for specials and intervention groupings for the elementary and middle schools. Capacity calculations for secondary schools will include additional core areas like labs, locker rooms, and fine arts spaces.
- Educational Adequacy Assessment: An examination of educational suitability reported in two ways, spatial adequacy and functional adequacy. Spatial Adequacy compares the existing core spaces in a school to an adopted standard, in this case, we propose to use the Texas

Administrative Code, Chapter 61, Subchapter CC, Commissioner's Rules Concerning School Facilities. With these guidelines, we can report based on the level of flexibility defined there, both L1/L2 and L3/L4 levels. Our methodology has the benefit of converting spatial deficiencies into a cost for high-level capital planning and helps community members contextualize how adequacy fits with facility condition costs. We also utilize a questionnaire format that qualitatively measures Educational Suitability for support of programs, technology, security, and supervision, instructional support, physical characteristics, learning environment and the relationship of spaces (adjacencies). This measurement allows these areas to be weighted and reported as an index which can be compared side by side with the condition index. Attachment C contains more detailed information on this portion of the assessment.

- Visioning Meetings with ECISD cabinet, ECISD leadership, maintenance staff, and principals, to review assessment report, educational adequacy needs, campus sizes, and configurations.
- ECISD and Parkhill will develop a detailed schedule for community engagement with District stakeholders that include staff, parents, and community members. We recommend formation of a Citizens Advisory Committee and/or a Bond Oversight Committee that can help inform questions to address in a community survey instrument, and also to help make recommendations and structure information for public meetings.
- Campus improvement options to address physical condition, educational adequacy, future expansion, and operational efficiency. Parkhill will put into architectural context the information compiled from the meetings with your administrative cabinet, principals, and citizens advisory committee. Block square footage diagrams and campus site plan drawings will be developed to identify the scope of proposed improvements.
- Capital Projects Budgeting: Preparation of Opinions of Cost for campus improvement scenarios and potential new campuses, replacement campuses, renovations and additions, and capital renewal projects. Determining an appropriate re-investment implementation plan for District HVAC equipment, roofing, and paving.
- Report to the Board and Presentation of findings for adoption of a Long-Range Capital Plan, including preliminary Project budgets.

Deliverables

- A phased, prioritized list of recommended elementary, secondary, and support facility projects and costs with accompanying narratives and graphical plan summaries to describe the character, scope, and budget of each Project.
- A GIS Mapping portal that can be used to visualize and summarize campus level condition and utilization over time.
- A written report summarizing school condition, capacity, utilization, renewal needs, and recommended courses of action with a timeline based on a ten-year planning horizon.

Task 4 - Preventative Maintenance Strategy Development

Our Proposal includes assistance to ECISD with a preventative maintenance strategy. Preventative maintenance programs, when implemented and resourced by school districts, have the benefit of extending the overall life of HVAC systems and infrastructure, reducing the number of operational outages, improving the diagnosis of recurring maintenance problems, streamlining replacement part orders, and lowering utility costs. There are several options for software platforms that school districts can use to manage a preventative maintenance program. The Parkhill Team will review and recommend an appropriate software solution that will manage the District's assets through integration with the District's work-order and operational processes, i.e. FMX or Brightly. As part of our efforts to fulfill this task, we will:

- Review existing preventative maintenance practices and schedules with the District's Facilities and Maintenance Department.

- Assist and recommend a preventative maintenance software platform for use by the District to help the District set protocols and business rules for documentation, and to help the District acquire training for its ongoing use.
- Assist the District in development of preventative maintenance schedules for the equipment inventoried for each type of instructional and support facility.
- Assist the District in developing preventative maintenance performance metrics such as work order reduction, energy efficiency measures, and reduction in outages, in addition to a return on investment calculation to help monitor the effectiveness of the program.

Equipment HVAC Inventory

To establish a preventative maintenance program with any software platform, a detailed inventory of equipment is required. While many systems can be adopted for preventative maintenance, we recommend a focus on HVAC systems for the purpose of this Study, pending more information from the district. The Field Assessment Team will perform an inventory of major HVAC equipment for the purpose of noting age, remaining useful life, manufacturer, model number, serial number (if visible), asset number, and location at each campus. Our team will also document electrical service entrance characteristics. This assignment exercise will include an inventory of fixed, visible, and accessible building equipment to include the following:

- HVAC: Air handling units, boilers, building automation system, chillers, chilled and hot water circulation pumps, cooling towers, de-aerators, exhaust/ventilation fans, packaged units, unit heaters, furnaces, heat pumps, make-up air units, energy recovery units, water heaters, split systems, air compressors, and air terminal units.
- Transformer, CT Cabinet, and Main Electrical Switchboard.

Optional Task - Deferred Maintenance Planning

Deferred Maintenance Planning is an important tool in managing, maintaining, and renewing an inventory of facilities in school districts. Through our Facility Condition Assessment work in Task 1, deferred maintenance, and expired system information for each campus will be collected, stored and analyzed by the Parkhill/ALPHA team. Included will be standard reports (that can be modified), and query sequences to help ECISD with maintenance and capital planning, whether through annual operations and maintenance funding or inclusion in projects funded by bond elections. Team members will distribute pre-survey questionnaires, review maintenance work orders, and interview facilities staff in conjunction with condition assessment site work and documentation.

ALPHA can be used to categorize building deficiencies by priority, category, and impact on operations. From this data, our team will:

- Develop lists of deferred maintenance projects with budgetary costs in consideration of maintenance and capital renewal priorities.
- In conjunction with District Administration, Facilities Staff, and the District's Financial Advisor, develop phasing plans and renewal funding strategies to address physical condition and educational suitability needs.
- Facility Condition Index reporting as well as built-in system and campus reports allow the District to track progress towards goals as investments are made and the database is updated.
- Forecasts for large capital investments can be made using customizable reporting and query features.
- Meet with District Cabinet and ECISD Leadership to develop a Citizen Advisory Committee and/or Bond Oversight Committee and School Board Presentations.

Information to be Provided by ECISD

- Services will involve data collection to gather baseline information for the other phases of the Work that include Facility Condition Assessment, educational adequacy, capacity, and deferred maintenance backlog.
- Completion of a Pre-Survey Questionnaire by campus principals; done jointly with Parkhill I ALPHA team members.
- Parkhill | ALPHA will gather available information from ECISD that includes:
 - District Square Footage and Space Inventory with age\date of additions.
 - Location and number of portable classrooms at instructional campuses.
 - List of major renovations in the last 8 years.
 - Floor Plans of buildings and available site plans.
 - Campus site information and identification numbers for buildings.
 - Copy of most recent demographics Study.
 - Current log of roof age, type, and any recent roofing consultant reports.
 - Summary Report of Maintenance Work Orders for each campus.
 - Recent Energy Management Consultant's report (if any).
 - Summary asbestos information by campus.
 - District's educational specifications (if available).
 - Prior geotechnical reports (if available).

Services not included in this Proposal

- Assessments of existing portable buildings.
- Bond Oversight Facilitation.
- Topographic, Boundary, and Tree Surveys.
- Geotechnical Investigations and Reports.
- Hydraulic/Hydrology and Flood Plain Studies.
- Asbestos and Hazardous Materials Studies.
- Forensic Structural Investigations or Observations in Confined Spaces.
- Professional Polling or Community Surveying Firm. Bond Communications Consulting would be a supplemental, additional service.
- Component Level Condition Assessment for Work Order Management, other than powered HVAC equipment, water heaters, and electrical service entrances.
- As-built of existing campuses.

Schedule

A detailed schedule will be developed for each task including duration time, milestone dates and deliverables.

Fee

We propose our fee for the Scope of Services as described to be based on a lump sum amount for all Tasks except Task 3, the Long-Range Capital Planning development. Task 2 will be meeting dependent and iterative, particularly if consolidation scenarios become part of the Plan. It can sometimes be difficult to estimate the number of options needed up front, due to the level of transfers and special program campuses. As such, we propose compensation on an hourly rate basis with a maximum, as listed for Task 3 in the table below. The amounts below are inclusive of expenses.

Exhibit "D"

Task	Fee
Task 1 - Facility Condition Assessment with Asset Inventory and Accessibility Surveys (lump sum)(12 people/5 months)	\$600,000.00
Task 2 - Educational Adequacy (lump sum)(2 people/5 months)	\$150,000.00
Task 3 - Long Range Capital Planning (hourly with maximum)	\$180,000.00
Task 4 - Preventative Maintenance Strategy Development (lump sum)(3 people/6 months)	\$65,000.00
Total Authorization	\$995,000.00
Optional Task – Deferred Maintenance Planning (lump sum)(2 people/2 months)	\$30,000.00

We can adjust the amount of compensation either up or down by mutual agreement should the Scope of Services described above change during the Project.

Authorization to Proceed

You may indicate your acceptance of this Proposal by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed with the Facilities Assessment phase of the Project, and we will submit our initial information to your attorney for preparation of the Prime Services Agreement included in the Request for Qualifications.

We appreciate the opportunity to partner with you and look forward to the successful completion of this endeavor of the district. If you have any questions, please do not hesitate to call.

Sincerely,

PARKHILL

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By _____
David Finley, EdD, AIA
Director of Education | Partner

Signature: _____

Name: Dr. Keeley Boyer

Title: Superintendent

Date: _____

DLF/ndl

- Enclosures:
- Attachment A - School Facility Inventory
 - Attachment B - Assessment Systems Assemblies
 - Attachment C - Educational Adequacy Assessment
 - Attachment D - Consultant's Hourly Rate Sheet

ATTACHMENT A

District Information/Specifications

LOC	Facility	Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage
004	Alternative Education Center High School	11,892	24,064	35,956	3.00
011	George H.W. Bush New Tech Odessa High School	149,127	0	149,127	10.31
002	Odessa High School	481,629	11,008	492,637	26.85
002	Whitaker South Building (OHS)	8,144	0	8,144	1.22
002	Whitaker North Building (OHS) TLC	16,194	0	16,194	1.09
698G	Frost Bakery Advanced Technical Center & Greenhouse	61,178	0	61,178	2.81
003	Permian High School	553,013	11,712	564,725	42.36
042	James Bonham Middle School	158,903	5,376	164,279	21.05
043	James Bowie Middle School	194,784	6,144	200,928	6.36
044	David Crockett Middle School	143,314	9,408	152,722	18.00
047	Ector Middle School	265,500	2,304	267,804	20.43
046	Chester W. Nimitz Middle School	163,718	10,752	174,470	23.28
045	Wilson & Young Medal of Honor Middle School	137,251	6,656	143,907	18.96
125	Thomas Blanton Elementary School	60,059	2,688	62,747	9.76
133	Dr. Lee Buice Elementary School	90,834	4,608	95,442	12.39
136	Edward Burluson Elementary School	66,812	960	67,772	9.67
104	David Gouverneur Burnet Elementary School	64,576	0	64,576	12.04
130	Laura Cavazos Elementary School	72,729	4,032	76,761	13.00
107	Richard Dowling Elementary School	68,481	3,072	71,553	15.00
131	Edward K. Downing Elementary School	90,834	3,072	93,906	12.288
126	Murry Fly Elementary School	70,800	7,584	78,384	9.55
110	Goliad Elementary School	61,231	2,304	63,535	10.24
111	Rafael Gonzales Elementary School	62,971	0	62,971	12.05
114	John Ireland Elementary School	62,718	0	62,718	8.00
128	Lyndon B. Johnson Elementary School	67,500	0	67,500	10.47
129	Barbara Jordan Elementary School	67,661	6,336	73,997	11.50
124	Ellen and William Noel Elementary School	68,642	1,536	70,178	11.08
117	Elisha Pease Elementary School	72,396	0	72,396	14.68
119	Sul Ross Elementary School	61,488	0	61,488	13.55
113	Sam Houston Elementary	69,767	0	69,767	11.82

Exhibit "D"

121	San Jacinto Elementary	62,442	1,792	64,234	5.00
132	G.E. "Buddy" West Elementary School	90,834	1,536	92,370	16.246
102	Stephen F. Austin Montessori Elementary Magnet School	75,079	1,680	76,759	4.77
101	Gale Pond Alamo Elementary Magnet School	56,828	1,920	58,748	4.25
127	Edward L. Blackshear Elementary Magnet School	107,951	1,536	109,487	12.18
105	Ewen Cameron Dual Language Elementary Magnet School	75,557	768	76,325	9.87
112	Hays Magnet Academy Elementary	60,196	2,496	62,692	13.73
116	Benjamin Milam Elementary Magnet School	86,306	768	87,074	7.16
118	Ronald Reagan Elementary Magnet School	64,234	4,032	68,266	10.85
122	William Travis Magnet Elementary School	58,476	2,560	61,036	14.14
123	Lorenzo de Zavala Magnet Elementary School	82,339	768	83,107	8.12
106	George Washington Carver Early Education Center	40,605	0	40,605	3.15
115	Mirabeau Lamar Early Education Center	55,755	0	55,755	8.75
970	Administration Building	55,443	0	55,443	4.32
970	Barbara Chancellor	8,310	0	8,310	.47
131	Boys and Girls Club at Downing Elementary	8,000	0	8,000	.49
856	Community Outreach Center	4,040	0	4,040	1.22
698A	CTE Ag Farm	23,637	0	23,637	23.79
952	ECISD Police	8,053	0	8,053	.59
960	Facilities (Maintenance/Custodial Office)	2,989	0	2,989	5.22
974	School Nutrition	28,100	0	28,100	3.63
897	IMA building	10,245	0	10,245	2.08
864	Information Technology	15,043	0	15,043	.37
955	Maintenance Operations	45,363	0	45,363	4.01
970	Michael C. Killion House	27,669	0	27,669	1.14
975	Print & Mail Services	16,757	0	16,757	.42
905	Ratliff	55,054	0	55,054	101.78
871	Special Education	12,985	0	12,985	1.3
882	Student Admission	2,237	0	2,237	.59
986	Transportation	79,968	0	79,968	6.37
	ECISD Development Office	12,249	0	12,249	.66
	CTE High School (Opens 12/2026)	176,000	0	176,000	41.0
	Vasquez Middle School (Opens 8/2026)	197,000	0	197,000	42.0

Exhibit "D"

	PHS JROTC (located on PHS campus)	3,000	0	3,000	
	8860 Loop 338 Transportation	95,000	0		35.18
		4,683,622	119,408	4,988,113	507.884
		Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage

System Group	Sys Code	System Description	Assembly	Life	Cost/SF
A10 Foundation	A1010	Standard Foundations	Spread Footings, Grade Beams	100	
A10 Foundation	A1020	Special Foundations	Piling, Pile Caps	100	
A10 Foundation	A1030	Slab on Grade	Concrete Slab on Grade	100	
Uniformat A20 Basement Walls - Excluded from Assessment					
B10 Superstructure	B1010	Floor Construction	Poured in Place Concrete	100	
B10 Superstructure	B1010	Floor Construction	Steel Frame with Composite Floor	100	
B10 Superstructure	B1010	Floor Construction	Wood Framed	100	
B10 Superstructure	B1020	Roof Construction	Poured in Place Concrete	100	
B10 Superstructure	B1020	Roof Construction	Wood Trusses/Framed Wood Roof	100	
B10 Superstructure	B1020	Roof Construction	Steel Framing with Metal Deck	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Exposed Concrete/CMU	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Brick with metal stud or CMU Back-up	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Stucco Veneer with metal stud or CMU	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Vinyl Siding with metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Steel Siding with metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Wood Siding with metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Hardi-Board Siding w/metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Transite Siding with back-up	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Other Siding with back-up	30	
B20 Exterior Enclosure	B2020	Exterior Windows	Metal Framed	30	
B20 Exterior Enclosure	B2020	Exterior Windows	Wood Framed	30	
B20 Exterior Enclosure	B2020	Exterior Windows	Vinyl Framed	30	
B20 Exterior Enclosure	B2030	Exterior Windows	Wood doors w/frames	20	
B20 Exterior Enclosure	B2030	Exterior Doors	Metal doors w/frames	30	
B20 Exterior Enclosure	B2030	Exterior Doors	Hardware	5	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Asphalt Flat	18	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Asphalt Sloped	25	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Cold Tar	35	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Hot Applied Rubberized Asphalt	30	
B30 Roofing	B3010	Roofing: Built-up	2-Ply Modified Bitumen Flat	15	
B30 Roofing	B3011	Roofing: Single Ply	EPDM Flat	15	
B30 Roofing	B3011	Roofing: Single Ply	EPDM Sloped	20	
B30 Roofing	B3011	Roofing: Single Ply	Thermoplastic	20	
B30 Roofing	B3011	Roofing: Single Ply	1-Ply Modified Bitumen Sloped	15	
B30 Roofing	B3012	Roofing: Other	Asphalt Shingle	20	
B30 Roofing	B3012	Roofing: Other	Clay Tile	50	
B30 Roofing	B3012	Roofing: Other	Slate Tile	50	
B30 Roofing	B3012	Roofing: Other	Metal - Standing Seam	50	
B30 Roofing	B3012	Roofing: Other	Metal - Lap Seam	50	
B30 Roofing	B3012	Roofing: Other	Spray-on Polyurethane Foam Roofing	10	
B30 Roofing	B3020	Roof Openings	Scuttles and Roof Hatches	20	
C10 Interior Construction	C1010	Partitions	Drywall on Studs	75	
C10 Interior Construction	C1010	Partitions	Plaster on metal lath w/studs	75	
C10 Interior Construction	C1010	Partitions	CMU	100	
C10 Interior Construction	C1010	Partitions	Glazed Tile or Burnished Block	100	
C10 Interior Construction	C1010	Partitions	Glazed or Burnished Wainscot/Plaster or Drywall (incl studs)	100	
C10 Interior Construction	C1020	Interior Doors	Solid Wood in HM Frames	20	
C10 Interior Construction	C1020	Interior Doors	Hollow Metal w/ Frames	50	
C10 Interior Construction	C1020	Interior Doors	Wood Doors in Wood Frames	30	
C10 Interior Construction	C1025	Interior Windows	All Types	30	
C10 Interior Construction	C1030	Door Hardware	Hardware	15	
C20 Stairs	C2010	Stair Construction	Metal Pan Stairs	75	
C20 Stairs	C2010	Stair Construction	Wood Stairs	50	
C30 Interior Finishes	C3010	Wall Finishes	Painted Drywall or Plaster	5	
C30 Interior Finishes	C3010	Wall Finishes	Painted CMU	15	
C30 Interior Finishes	C3010	Wall Finishes	Wood Finishes	15	
C30 Interior Finishes	C3010	Wall Finishes	PLAM	15	
C30 Interior Finishes	C3010	Wall Finishes	Vinyl Wall Covering	10	
C30 Interior Finishes	C3010	Wall Finishes	Wallpaper	4	
C30 Interior Finishes	C3010	Wall Finishes	Ceramic Tile	20	
C30 Interior Finishes	C3020	Floor Finishes	Carpet	5	

ASSESSMENT SYSTEM ASSEMBLIES

System Group	Sys Code	System Description	Assembly	Life	Cost/SF
C30 Interior Finishes	C3020	Floor Finishes	VCT/Sheet Vinyl	12	
C30 Interior Finishes	C3020	Floor Finishes	Epoxy	10	
C30 Interior Finishes	C3020	Floor Finishes	Raised Access Flooring	20	
C30 Interior Finishes	C3020	Floor Finishes	Wood	10	
C30 Interior Finishes	C3020	Floor Finishes	Stone	75	
C30 Interior Finishes	C3020	Floor Finishes	Terrazzo	75	
C30 Interior Finishes	C3020	Floor Finishes	Concrete	100	
C30 Interior Finishes	C3020	Floor Finishes	Special Flooring	100	
C30 Interior Finishes	C3030	Ceiling Finishes	Painted Drywall	5	
C30 Interior Finishes	C3030	Ceiling Finishes	Plaster	30	
C30 Interior Finishes	C3031	Suspended Acoustical Ceiling	Spline System	25	
C30 Interior Finishes	C3031	Suspended Acoustical Ceiling	Lay-in System	25	
C30 Interior Finishes	C3031	Suspended Acoustical Ceiling	Special Acoustical	13	
C30 Interior Finishes	C3032	Metal Ceiling	Metal	25	
C30 Interior Finishes	C3033	Wood Ceilings	Wood	30	
D10 Conveying	D1010	Elevators and Lifts	Elevators and Lifts	40	
D20 Plumbing	D2010	Plumbing Fixtures	W/C - Floor Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	W/C - Wall Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	Urinals - Floor Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	Urinals - Wall Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	Sinks - Stainless	20	
D20 Plumbing	D2010	Plumbing Fixtures	Sinks - Porcelain	20	
D20 Plumbing	D2010	Plumbing Fixtures	Showers	30	
D20 Plumbing	D2010	Plumbing Fixtures	Fixtures (all)	7	
D20 Plumbing	D2020	Domestic Water Distribution	All Types	30	
D20 Plumbing	D2030	Sanitary Waste System	All Types	30	
D20 Plumbing	D2040	Storm Water Drainage	Roof drains & piping	40	
D20 Plumbing	D2040	Storm Water Drainage	Scuppers & down spouts	20	
D20 Plumbing	D2090	Other Plumbing Systems	Acid Waste System	30	
D20 Plumbing	D2090	Other Plumbing Systems	Gas Distribution	30	
D30 HVAC	D3010	Energy Supply	Solar, Geo-thermal	30	
D30 HVAC	D3020	Heat Generating System	Boilers	30	
D30 HVAC	D3020	Heat Generating System	Furnaces	30	
D30 HVAC	D3030	Cooling Generating Systems	Chillers - Air Cooled	20	
D30 HVAC	D3030	Cooling Generating Systems	Chillers - Water Cooled	20	
D30 HVAC	D3030	Cooling Generating Systems	Cooling Towers	20	
D30 HVAC	D3040	Distribution Systems	Air Handlers	20	
D30 HVAC	D3040	Distribution Systems	Exhaust Fans	20	
D30 HVAC	D3040	Distribution Systems	Hydronic Piping	20	
D30 HVAC	D3041	Ductwork	Metal	30	
D30 HVAC	D3041	Ductwork	Flexible	20	
D30 HVAC	D3042	Insulation	External Insulation	30	
D30 HVAC	D3042	Insulation	Internal Insulation	15	
D30 HVAC	D3050	Terminal & Package Units	Roof Top Package Units	15	
D30 HVAC	D3050	Terminal & Package Units	PTAC Units	15	
D30 HVAC	D3050	Terminal & Package Units	CRAC Units	15	
D30 HVAC	D3050	Terminal & Package Units	Fan Coil Units	15	
D30 HVAC	D3050	Terminal & Package Units	VAV Units	15	
D30 HVAC	D3050	Terminal & Package Units	Heat Pumps	12	
D30 HVAC	D3050	Terminal & Package Units	Split System DX Units	15	
D30 HVAC	D3090	HVAC Controls: E&M / DDC	HVAC Controls: E&M / DDC	15	
D40 Fire Protection	D4010	Sprinkler System	Sprinkler System	25	
D40 Fire Protection	D4020	Standpipes	Standpipes	30	
D40 Fire Protection	D4030	Fire Protection Specialties	Fire Protection Specialties	10	
D40 Fire Protection	D4090	Other FP Systems	Other FP Systems	15	
D50 Electrical	D5010	Electrical Service	Pad Mntd Transformers (non-utility owned)	30	
D50 Electrical	D5010	Electrical Service	Pole Mntd Transformers (non-utility owned)	30	
D50 Electrical	D5010	Electrical Service	Motor Control Centers	30	
D50 Electrical	D5010	Electrical Service	Switchboards, Switch Gear	30	
D50 Electrical	D5010	Electrical Service	Main Distribution Wiring & Raceways	30	
D50 Electrical	D5015	Electrical Generation	Generator	20	

ASSESSMENT SYSTEM ASSEMBLIES

System Group	Sys Code	System Description	Assembly	Life	Cost/SF
D50 Electrical	D5020	Branch Electrical Distribution	Branch Wiring, Raceways & Panels	30	
D50 Electrical	D5025	Lighting	Lighting	20	
D50 Electrical	D5030	Communication	PA System	15	
D50 Electrical	D5040	Fire Alarm	Fire Alarm System	15	
D50 Electrical	D5050	Security	Security System	15	
D50 Electrical	D5090	Other Electrical Systems	Other Electrical Systems	25	
E10 Kitchen	E1011	Walk-In Cooler/Freezer			
E10 Kitchen	E1012	Ovens Ranges & Steamers			
E10 Kitchen	E1013	Production Equipment			
E10 Kitchen	E1014	Serving Lines			
E10 Kitchen	E1015	Kitchen Hood			
E10 Kitchen	E1016	Ware Wash			
E10 Kitchen	E1017	Kitchen Reconfiguration			
E10 Kitchen	E1018	Kitchen Flooring			
E10 Kitchen	E1019	Kitchen Walls			
E10 Kitchen	E1020	Kitchen Ceilings			
E10 Kitchen	E1021	Snack to Go Servery Components			
E10 Kitchen	E1022	Kitchen Others	Commercial Equipment	25	
E20 Equipment Others	E1030	Vehicular Equipment	Vehicular Equipment	25	
E20 Equipment Others	E1090	Other	Other	25	
E30 Furnishings	E2010	Fixed Casework	Shelving, Cabinets, Countertops	15	
G10 Site	G1030	Site Earthwork	Site Earthwork	100	
G20 Site Improvements	G2020	Parking Lots/Driveways	Asphalt Parking/Drives	30	
G20 Site Improvements	G2020	Parking Lots/Driveways	Concrete Parking/Drives	30	
G20 Site Improvements	G2030	Pedestrian Walkways	Sidewalks	30	
G20 Site Improvements	G2030	Pedestrian Walkways	Covered Walkways	30	
G20 Site Improvements	G2040	Fencing	Chain Link	25	
G20 Site Improvements	G2040	Fencing	Brick	30	
G20 Site Improvements	G2040	Fencing	Metal	30	
G20 Site Improvements	G2040	Fencing	Wood	20	
G20 Site Improvements	G2040	Fencing	Security	20	
G20 Site Improvements	G2050	Landscaping	Landscaping	30	
G30 Site Mechanical Utilities	G3010	Water Supply	Water Mains	30	
G30 Site Mechanical Utilities	G3020	Sanitary Sewer	Sewer Mains	30	
G30 Site Mechanical Utilities	G3030	Storm Sewer	Storm Mains	30	
G30 Site Mechanical Utilities	G3030	Storm Sewer	Site Storm Drainage piping & structures	30	
G30 Site Mechanical Utilities	G3040	Heating Distribution	Site Heating Distribution Piping	30	
G30 Site Mechanical Utilities	G3050	Cooling Distribution	Site Cooling Distribution Piping	30	
G40 Site Electrical Utilities	G4010	Electrical Distribution	Site Electrical Distribution	30	
G40 Site Electrical Utilities	G4020	Site Lighting	Site Lighting	30	
G40 Site Electrical Utilities	G4030	Site Comm & Security	Site Communication System	15	
G40 Site Electrical Utilities	G4030	Site Comm & Security	Site Security System	15	

ATTACHMENT C – EDUCATIONAL ADEQUACY ASSESSMENT

Educational Program Adequacy Assessment

The Educational Adequacy Assessment is typically guided by Educational Specifications documents, School District Standards, or an approach based on established industry standards. Our plan is designed to seamlessly incorporate these frameworks, as well as standards from other state agencies, ensuring a comprehensive and adaptable solution. The software solution offers a range of features to assist the district in effectively conducting an educational adequacy assessment. We will collaborate closely with the district to understand and integrate your specific requirements, tailoring the tool to meet your unique needs and objectives.

Working in concert with the district, our team will utilize the Educational Specification and/or district-approved standards to develop specific criteria to be assessed and evaluated. Once the list criteria of items to be addressed are agreed upon, the team will develop an appropriate scoring rubric and weighting system to be used to compare the educational suitability between spaces and facilities.

For the purposes of this engagement, we have proposed the Texas Administrative Code, Commissioner’s Rules for School Facilities, for the Spatial Adequacy calculation, and a questionnaire based format to measure Educational Suitability in the following key areas: support of programs, technology, security and supervision, instructional support, physical characteristics, learning environment and the relationship of spaces (adjacencies).

Spatial Adequacy - Capacity

Spatial Adequacy considers Texas Administrative Code (TAC) minimum standards as a benchmark to gauge how the existing size of an assessed space can adequately accommodate the educational requirements of that space. The study utilizes these comparisons to establish a grade for the spatial adequacy. Spatial deficiencies are reported for the new TAC “flexibility levels” using the quantitative method, on a classroom basis. Deficiencies are assigned a range of cost to renovate the facility to upgrade these spaces to comply with current TAC standards. See flexibility level chart for detailed description of each flexibility level.

Table of Flexibility Levels

Flexibility Levels TAC 61.1040	Description
Flexibility Level 1 (L1)	Single, fixed teacher presentation space; compact organization of spaces makes access to outdoor space limited and challenging; furniture is exclusively attached student desk/chair with an expectation of very infrequent rearrangement; minimal multipurpose functionality for walls with no capability of reconfiguration; teacher-centric digital instruction with partial access to mobile devices.
Flexibility Level 2 (L2)	Single, fixed teacher presentation space; compact organization of spaces makes access to outdoor space limited and challenging, but outdoor spaces may be visible from classrooms; furniture includes detached student desk/chair with an expectation of very infrequent rearrangement; moderate multipurpose functionality for walls with no capability of reconfiguration; teacher-centric digital instruction with moderate access to mobile devices.
Flexibility Level 3 (L3)	Multiple student/teacher presentation spaces; organization of spaces

Exhibit "D"

Flexibility Levels TAC 61.1040	Description
	allows for proximal outdoor access that is visible from classrooms; flexible and mobile furniture that is easily rearranged; high use of multipurpose walls, including digital touchscreen and other functionalities; learner-centric digital instruction with high levels of access to a range of mobile devices.
Flexibility Level 4 (L4)	Multiple student/teacher presentation spaces that are likely mobile; organization of spaces allows for direct outdoor access that is visible from classrooms; highly flexible and mobile furniture that is easily rearranged by students independently or collectively; maximized inclusion of multipurpose walls, including digital capabilities and reconfiguration; learner-centric digital instruction with high levels of access to a range of mobile devices incorporating an "anytime/anywhere" instructional philosophy.

Spaces that are regulated by TAC, chapter 61, Rule 61.1040 are tabulated to determine if they meet the criteria and if not, what level of space deficiency they have. The spaces governed by this standard are:

- Library (Information Center)
 - The sum total square footage of all library-related areas shall meet the following minimum square feet (SF) requirements based on maximum instructional capacity and may be contiguous or dispersed:
 - for 100 students or fewer, a minimum of 1,400 SF;
 - for 101-500 students, 1,400 SF plus an additional 4 SF for each student in excess of 100;
 - for 501-2,000 students, a minimum of 3,000 SF plus an additional 3 SF for each student in excess of 500; and
 - for 2,001 or more students, a minimum of 7,500 SF plus an additional 2 SF for each student in excess of 2,000.
- Gymnasiums: 3,000 sf for elementary school (if provided)
- Classrooms: 36sf per pupil for low flexibility levels (L1 | L2), 42sf per pupil for higher flexibility (L3 | L4)
- Combination classroom/science labs: 50sf per student
- Special Education Classrooms: 45sf per pupil
- Cafeteria Seating Area:
 - TAC does not govern the size of the cafeteria seating area, but we recommend ten to fourteen square feet per student per period (based upon Council of Educational Facility Planners, International guidance). Cafeteria seating capacity range and serving line throughputs are reported herein.

Costs are included to create a compliant combination science classroom/lab for each elementary through renovation or addition. These estimates are found in the spatial adequacy section of the individual campus reports. It should be noted that the calculations do not expand the library areas by the calculated maximum OR operational capacity, but rather by using the 2022 current enrollment numbers provided by the district plus 15%. Renovation of a school facility to achieve these TAC space standards typically results in a reduction of teaching space, which will decrease the facility capacity accordingly.

Exhibit "D"

Spatial Adequacy Example Report Excerpt

The space types noted below were observed, measured on-site and compared with the sizes from the adopted TAC for deficit (or surplus).

Example Table showing Spatial Adequacy Summary for a Representative Elementary Campus

FACILITY AREA	Room Area (SF)	TAC L1 | L2 area required (36sf /stud.)	L1 | L2 deficits (sf)	TAC L3 | L4 area required (42sf /stud.)	L3 | L4 deficits (sf)
Building A Classrooms (8 C/R)	775	792 (for 22:1 PTR)	17 ea -136 total	924 (for 22:1 PTR)	149 ea -1192 total
Building D Classrooms (6 C/R)	900	792 (for 22:1 PTR)	No deficit	924 (for 22:1 PTR)	24 ea -144 total
Building E Classrooms (3 C/R)	734	792 (for 22:1 PTR)	58 ea -174 total	924 (for 22:1 PTR)	190 ea -570 total
Building F Classrooms (4 C/R)	659	792 (for 22:1 PTR)	133 ea -532 total	924 (for 22:1 PTR)	265 ea -1060 total
Building G Classrooms (2 C/R)	659	792 (for 22:1 PTR)	133 ea -266 total	924 (for 22:1 PTR)	265 ea -530 total
Building I Classrooms (4 C/R)	1,030	792 (for 22:1 PTR)	No deficit	924 (for 22:1 PTR)	No deficit
Combination Classroom/Science Lab	NA	1,100	-1,100	1,100	-1,100
Gymnasiums (core)	3,890	3,000	No deficit	3,000	No deficit
Libraries (Info/Media Center) *	1,050	2,320	-1,270	2,320	-1,270
TOTAL NET AREA OF DEFICIENT ROOMS	18,806		9,286		18,806
TOTAL DEFICIT AREA (net)			-3,478 sf		-5,866 sf
TOTAL DEFICIT AREA (gross)	1.47 factor		-5,113 sf		-8,623 sf
TOTAL DEFICIT COST			\$ 3,932,000		\$ 7,326,000

Questionnaire focused Educational Suitability Assessment

A structured list of educational adequacy guidelines will be provided to the assessment team to support a consistent and objective evaluation of each facility. These guidelines will define the expected standards for instructional spaces, specialized learning environments, support areas, and core infrastructure—ensuring alignment with current educational programming and future-ready goals.

Each facility will be reviewed against these criteria, with individual elements scored based on their level of compliance or deficiency. To ensure meaningful comparisons and prioritization, the evaluations will be weighted according to their instructional impact, programmatic importance, and alignment with district goals. These weighted scores will then be aggregated into a composite index, which will serve as a quantifiable measure of educational suitability across campuses.

Exhibit "D"

This approach enables data-driven decision-making, supports transparency in capital planning, and helps identify areas where targeted improvements can yield the greatest educational benefit. The screen capture below illustrates the view of the data collection form which prompts the assessor with a short definition of industry guidance, and allows the assessor to enter a numerical score for the level of compliance of the building with that industry standard. A field for notes explaining the score is also available.

Educational Adequacy Analysis

The Educational Adequacy Analysis is a comprehensive approach that assesses various aspects of educational facilities to ensure they meet the needs of students and staff effectively. This analysis typically encompasses several key criteria, such as Capacity, which examines whether the school can accommodate the current and projected student population. Technology assessment looks at the availability and integration of technological resources that support teaching and learning. Security measures the safety protocols and infrastructure in place to protect students and staff. Instructional Support evaluates the resources available for teachers to enhance their instruction, including materials and training. The Learning Environment criterion considers the physical and psychological aspects of the school that contribute to a conducive learning atmosphere. Lastly, the Relationship of Specifications assesses how well the school's design aligns with the educational goals and curriculum.

Each school is given a weighted score based on these criteria, which is then used for comparison purposes. This score, alongside the facility condition index, provides a quantitative measure of a school's suitability, which is invaluable for decision-making in the master planning process. By customizing this report to the specific requirements of the district, stakeholders can make informed decisions that align with the district's strategic goals and ensure that the educational facilities are up to the task of delivering quality education. The process of Educational Suitability Analysis is not only a reflection of a school's current state but also a roadmap for future improvements, guiding investments, and policy decisions to enhance the overall educational experience.

Hourly Rate Schedule

January 1, 2026 through December 31, 2026

**Facilities Condition Assessment, Long-Range
Facilities Master Planning, Long-Range Capital
Project: Planning and Preventative Maintenance Strategy**

Client: Ector County ISD

Agreement Date: February 3, 2026

Location: Odessa, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$84.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
		Architect	\$210.00	Architect	\$327.00
SUPPORT STAFF II	\$97.00	Civil Engineer	\$254.00	Civil Engineer	\$352.00
		Electrical Engineer	\$244.00	Electrical Engineer	\$346.00
SUPPORT STAFF III	\$134.00	Interior Designer	\$182.00	Interior Designer	\$259.00
		Landscape Architect	\$196.00	Landscape Architect	\$277.00
SUPPORT STAFF IV	\$142.00	Mechanical Engineer	\$237.00	Mechanical Engineer	\$335.00
		Structural Engineer	\$244.00	Structural Engineer	\$314.00
SUPPORT STAFF V	\$157.00	Survey Tech	\$190.00	Professional Land Surveyor	\$293.00
		Other Professional	\$180.00	Other Professional	\$270.00
SUPPORT STAFF VI	\$171.00				
PROFESSIONAL LEVEL I		PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Architect	\$171.00	Architect	\$256.00	Architect	\$417.00
Civil Engineer	\$184.00	Civil Engineer	\$296.00	Civil Engineer	\$425.00
Electrical Engineer	\$185.00	Electrical Engineer	\$285.00	Electrical Engineer	\$412.00
Interior Designer	\$158.00	Interior Designer	\$200.00	Interior Designer	\$356.00
Landscape Architect	\$158.00	Landscape Architect	\$213.00	Landscape Architect	\$356.00
Mechanical Engineer	\$177.00	Mechanical Engineer	\$277.00	Mechanical Engineer	\$396.00
Structural Engineer	\$176.00	Structural Engineer	\$282.00	Structural Engineer	\$415.00
Survey Tech	\$149.00	Survey Tech	\$231.00	Professional Land Surveyor	\$355.00
Other Professional	\$155.00	Other Professional	\$213.00	Other Professional	\$341.00
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$185.00	Architect	\$310.00		
Civil Engineer	\$207.00	Civil Engineer	\$351.00		
Electrical Engineer	\$210.00	Electrical Engineer	\$344.00		
Interior Designer	\$166.00	Interior Designer	\$239.00		
Landscape Architect	\$166.00	Landscape Architect	\$259.00		
Mechanical Engineer	\$203.00	Mechanical Engineer	\$332.00		
Structural Engineer	\$200.00	Structural Engineer	\$310.00		
Survey Tech	\$163.00	Professional Land Surveyor	\$262.00		
Other Professional	\$164.00	Other Professional	\$237.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026. After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Anthony Sorola, Associate Superintendent – District Operations

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF AN EASEMENT FOR THE CITY OF ODESSA

DATE: February 17, 2026

The ECISD Administration was recently approached by the City of Odessa with regard to an easement request. ECISD owns property at the northwest corner of Faudree Road and Yukon Road. The City of Odessa requests that ECISD allow the creation of a temporary road that would run along the north and west sides of our property. This road would allow for semi-tractor trailer traffic to travel this route as opposed to traveling toward the intersection of Faudree and Yukon. The City of Odessa anticipates that this easement will be temporary and will help maximize traffic safety at the intersection of Yukon and Faudree.

Administrative Recommendation:

Approval of the easement for the City of Odessa

ACCESS EASEMENT

DATE: February _____, 2026.

GRANTOR: **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas.

GRANTOR'S ADDRESS: 301 E. Clements St., Odessa, Texas 79761.

GRANTEE: **THE CITY OF ODESSA, TEXAS**, a home rule municipality.

GRANTEE'S ADDRESS: 411 W. 8th Street, Odessa, Texas 79761.

LIENHOLDER: None.

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT GRANTED TO GRANTEE IN THIS INSTRUMENT:

A 50' wide (fifty-foot wide) easement consisting of 4.88 acres, ("Easement Area" also referred to herein as the "Easement") for the purpose of allowing the City, and persons authorized by the City, free and uninterrupted vehicular traffic and pedestrian ingress and egress upon, over, and across the surface of a portion of a called 100 acre tract of land owned by Ector County Independent School District as described in Document No. 2016-00000784 of the Official Public Records of Ector County, Texas, (said Access Easement area also referred to herein as the "Easement Interest") is more fully described and illustrated in the metes and bounds description attached and incorporated into this instrument as **Exhibit "A"** and the survey and drawing of the Easement Area attached and incorporated into this instrument as **Exhibit "B."** (Hereinafter the Easement Area shall also be referred to as the "Property"). Grantee shall have the right, but not the obligation, to construct a road upon, over, and across the Easement Area as deemed necessary by Grantee to fulfill the purposes and intent of the Easement. Any such road constructed by the Grantee shall be maintained by the Grantee. Grantee is expressly authorized to regulate and restrict the public's use of the Easement and Grantee may erect signage to regulate the public's use of any road constructed in the Easement Area. Upon the termination of the Easement, Grantee will remove the road and return the Easement Area to substantially the same condition and grade as of the date of the Grantee's acceptance of the grant of the Easement.

TERM OF EASEMENT:

The Term of the Easement shall be for a period of one (1) year beginning on the date of the Grantee's acceptance of the grant of the Easement granted in this instrument (the "Initial Term"). After the expiration of the Initial Term of one (1) year, the Term of the Easement may be renewed for an additional one (1) year period upon the mutual agreement of the Grantor and Grantee.

ADDITIONAL COVENANTS OF THE PARTIES:

As further consideration of the mutual obligations of the Grantor and Grantee as set forth and as described in this instrument, Grantee agrees

- (1) to construct a three (3) wire ranch fence not to exceed a length of 260 rods (4,290 linear feet) sufficient for livestock containment along and adjacent to the Easement Area along and adjacent to the property boundary line of the James R. Hart, et al tract (Vol. 1159, Pg. 491 E.C.D.R.) depicted in the survey and drawing attached and incorporated herein as **Exhibit “B”** and
- (2) Grantee agrees to construct the fence referenced in (1) above prior to opening the Easement Area for vehicular ingress and egress.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby **GRANTS, SELLS, AND CONVEYS** to **GRANTEE**, a 50’ wide (fifty-foot wide) Access Easement, for ingress and egress, consisting of 4.88 surface acres, for the purpose of allowing the City, its employees and agents, and persons authorized by the City, as well as the public, free and uninterrupted pedestrian and vehicular ingress and egress upon over and across the surface of a portion of a called 100-acre tract of land owned by the Grantor, (said Access Easement area, also referred to herein as the “Easement Interest”) is more fully described and illustrated in the metes and bounds description attached and incorporated into this instrument as **Exhibit “A”** and the survey and drawing of the Easement Area attached and incorporated into this instrument as **Exhibit “B.”**

Resolution for the Donation of the Property:

**RESOLUTION OF THE BOARD OF TRUSTEES FOR THE ECTOR COUNTY
INDEPENDENT SCHOOL DISTRICT
AUTHORIZING THE DONATION OF REAL PROPERTY**

WHEREAS, the Board of Trustees for the Ector County Independent School District, (“ECISD” or “District”) has authority under Texas Local Government Code section 272.001(l) to donate an interest in real property, such interest consisting of the Easement, as described in this instrument, to another political subdivision, the City of Odessa, Texas; and

WHEREAS, the City of Odessa, (“City”) a political subdivision of the State of Texas, has agreed to accept the donation of the Easement; and

WHEREAS, the Board of Trustees for ECISD determines that the City’s use of the Property as an easement for ingress and egress as described in this instrument, will benefit the public interest of ECISD and the City, and any additional use by other government entities, will further benefit the public interest of ECISD and the City, and that the ECISD does not need the Property for ECISD purposes; and

WHEREAS, the City has agreed that it will continue to use the Property and any improvements thereon for the stated purposes; and

WHEREAS, the easement rights conveyed in this instrument will terminate and will revert

to the District if the City ceases to use the Property in carrying out the public purpose stated above; and

WHEREAS, the Board of Trustees is making this resolution for purpose of authorizing the donation of the Easement and easement interest therein, to the City;

WHEREAS, The Board of Trustees for ECISD was not required to comply with the procedures specified in section 272.001(a) of the Texas Local Government Code.

NOW THEREFORE, be it **RESOLVED**, that the Board of Trustees for ECISD accepts all of the above recitals as findings of fact and authorizes the donation of the Property to the City, as authorized by Texas Local Government Code section 272.001(l); and be it further

RESOLVED, that the undersigned President of the Board of Trustees for ECISD, is authorized and directed to execute any and all instruments appropriate or necessary to effectuate the donation of the Property in accordance with the terms of this resolution; and it is

APPROVED by the Board of Trustees for ECISD at a meeting held on February ____, 2026, in accordance with the Texas Open Meetings Act and containing a posted agenda item for deliberation regarding donation of real estate, by a vote of ____ to ____.

REVERTER: as required under section 272.001(l) of the Texas Local Government Code, the Easement Interests conveyed and granted herein will revert to Grantor if Grantee discontinues the use of the Property for a public purpose benefiting Grantor or executes any document that purports to convey or assign the Property to another party.

This conveyance of the Easement Interest is subject to all other recorded valid easements, restrictions, and rights-of-way, and outstanding interests in oil, gas, and other minerals, if any, against the Property. Grantee covenants and warrants the following: (1) that it will use and continue to use the Property for the purposes described herein; (2) that it will not use the Property, nor lease or permit any private use the Property; and (3) that it shall maintain the Property in good repair.

Grantor, for the Consideration and subject to any reservations from and exceptions to conveyance and warranty as expressly set forth and described in this instrument, **GRANTS, SELLS, AND CONVEYS** the Easement and Easement Interest to Grantee.

Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the context requires, singular nouns and pronouns include the plural.

(Signatures on Following Page)

GRANTOR:

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT,
a Political Subdivision of the State of Texas

By: _____
Tammy Hawkins

Title: President

GRANTEE:

THE CITY OF ODESSA, TEXAS,
a home rule municipality

By: _____
Benard C. Hendrick, VII

Title: Mayor

(Acknowledgements on Following Page)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Tammy Hawkins, Board President for the Ector County Independent School District, who executed this instrument on behalf of the Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of February, 2026.

Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Benard C. Hendrick, VII, Mayor of the City of Odessa, Texas, who executed this instrument on behalf of the Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of February, 2026.

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Odessa, Texas
411 W. 8th Street,
Odessa, Texas 79761

EXHIBITS "A" AND "B"

Attach Metes and Bounds, Survey, and Drawing of the Easement Area



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENG. FIRM# 001363 • SURV. FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

EXHIBIT "A"
LEGAL DESCRIPTION
OF A 50-FOOT ACCESS EASEMENT
THROUGH A 100-ACRE TRACT LOCATED IN
SECTION 44, BLOCK 41, T-1-S
T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 50-FOOT ACCESS EASEMENT THROUGH THAT CERTAIN 100-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2016-00000784 OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, TEXAS LOCATED IN SECTION 44, BLOCK 41, T-1-S, T&P RR CO. SURVEY, ECTOR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y=10,675,538.42' and X= 1,682,103.02') a ½" Iron Rod with cap marked "LCA ODESSA TX" (Control Monument) found at the northeast corner of said 100-Acre Tract on the west line of North Faudree Road, 140-foot public right-of-way as described in Cabinet D, Pages 16 A & B of the Ector County Plat Records, whence, a 1" Iron Pipe in concrete (Control Monument) found at the northeast corner of Section 44, Block 41, T-1-S, T&P RR Co. Survey, Ector County, Texas bears North 14°17'04" West, a distance of 700.08 feet and North 74°48'52" East, a distance of 60.00 feet;

THENCE South 14°17'04" East with the west right-of-way line of said Faudree Road and being 60-feet west of and parallel to the east line of said Section 44, a distance of 50.01 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the northernmost southeast corner of this tract, whence a ½" Iron Rod with cap marked "LCA ODESSA TX" found at the easternmost southeast corner of said 100-Acre Tract bears South 14°17'04" East, a distance of 1,266.23 feet;

THENCE South 74°48'52" West 50-feet south of and parallel to the north line of said 100-acre tract, a distance of 2,337.04 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at point of deflection of this tract;

THENCE South 30°15'54" West, a distance of 42.76 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at a point of deflection of this tract;

THENCE South 14°17'04" East 50-foot east of and parallel to the west line of said 100-acre tract, a distance of 1,797.38 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the southeast corner of this easement on the north right-of-way line of Yukon Road, a 130-foot public right-of-way, as described in Volume 968, Page 611 of the Ector County Deed Records, whence a ½" Iron Rod with cap marked "LCA ODESSA TX" found at the westernmost southeast corner of said 100-Acre Tract bears North 75°42'56" East, a distance of 1,725.92 feet;

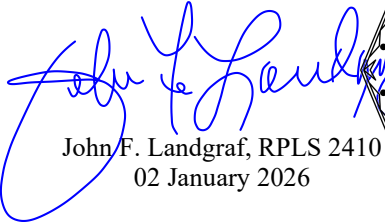
THENCE South 75°42'56" West with the north right-of-way of said Yukon Road, a distance of 50.00 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" (Control Monument) found at the southwest corner of said 100-acre tract;

THENCE North 14°17'04" West with the west line of said 100-Acre Tract, a distance of 1,876.60 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the northwest corner of this tract, whence a 1" Iron Pipe (Control Monument) previously located and now destroyed, at the southwest corner of Section 41 of said Block 41 bears North 15°11'08" West, a distance of 700.00 feet and South 74°48'52" West, a distance of 2,708.32 feet;

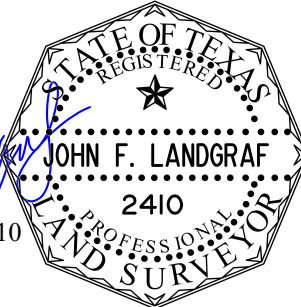
THENCE North 74°48'52" East with the north line of said 100-Acre Tract, a distance of 2,417.04 feet to the Point of the Beginning and containing 4.88 surface acres or 257.22 surface rods of land, as depicted on the attached **EXHIBIT "B."**

Bearings, distances, and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Odessa GPS Control Monument "OD8P" (Y=10,662,407.787' and X= 1,685,243.801) with a theta angle of -01°00'53" and a combined grid factor of 0.999870096 in US Survey Feet. Acreage stated is average surface.

LCA

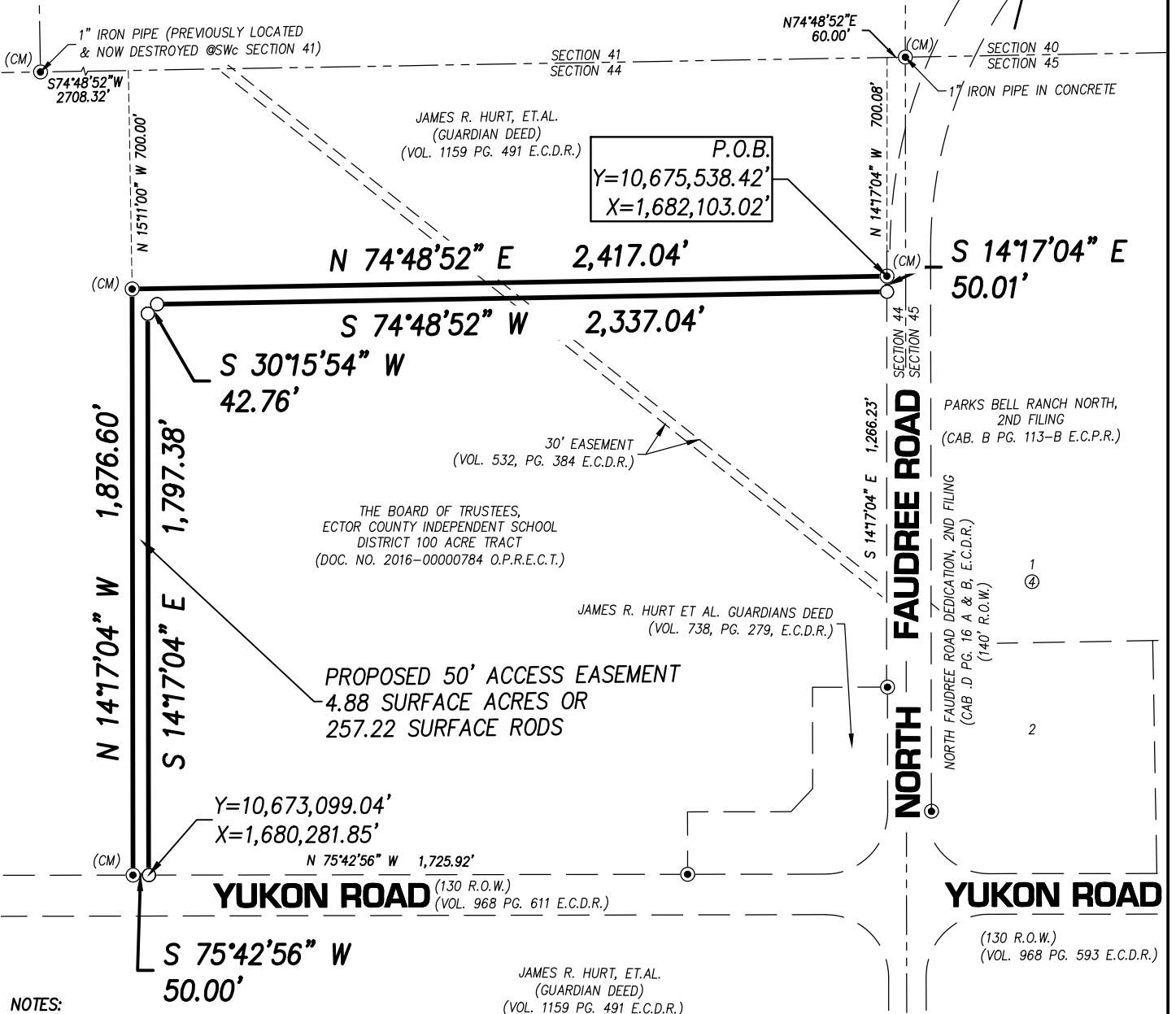


John F. Landgraf, RPLS 2410
02 January 2026



A drawing, EXHIBIT "B," accompanies this description.
LCA Project No. 2025-005-038

EXHIBIT B
50' ACCESS EASEMENT
 THROUGH A 100 ACRE TRACT
 LOCATED IN SECTION 44, BLOCK 41, T-1-S
 T&P RR. CO. SURVEY,
 ECTOR COUNTY, TEXAS



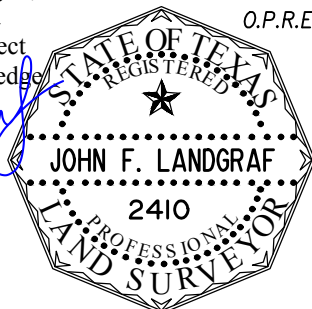
NOTES:

- BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED THE CITY OF ODESSA GPS CONTROL MONUMENT "OD8P" (Y=10,662,407.787' AND X=1,685,243.801) WITH A THETA ANGLE OF -01°00'53" AND A COMBINED GRID FACTOR OF 0.999870096. ACREAGE STATED IS AVERAGE SURFACE.
- IMPROVEMENTS, EASEMENTS, AND RIGHTS-OF-WAY THAT MAY AFFECT THIS TRACT ARE NOT SHOWN ON THIS SURVEY.
- A METES AND BOUNDS DESCRIPTION, EXHIBIT "A", ACCOMPANIES THIS EXHIBIT.

STATE OF TEXAS
 COUNTY OF ECTOR

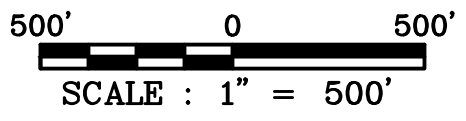
I, John F. Landgraf, a Registered Professional Land Surveyor, No. 2410, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision and is true and correct to the best of my knowledge and belief.

John F. Landgraf
 John F. Landgraf, R.P.L.S. #2410
 Date 02 January 2026



LEGEND

- FOUND 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
- SET 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
- (CM) CONTROL MONUMENT
- E.C.D.R. ECTOR COUNTY DEED RECORDS
- E.C.P.R. ECTOR COUNTY PLAT RECORDS
- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS ECTOR COUNTY TEXAS



ENG. _____
 SVY. _____



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Superintendent of Schools

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL TO DELAY
TEACHER CERTIFICATION REQUIREMENT UNTIL THE
BEGINNING OF THE 2029-2030 SCHOOL YEAR**

DATE: February 17, 2026

Take action on Superintendent's recommendation to approve to delay teacher certification requirement until beginning of the 2029-2030 school year.

Administrative Recommendation:

Approve Superintendent's recommendation to delay teacher certification requirement until the beginning of the 2029-2030 school year.



Ector County Independent School District

Action Page

TO: Board of Trustees
FROM: Dr. Robert Trejo, Chief Academic Officer
SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2026-2027 ACADEMIC CALENDARS**
DATE: February 17, 2026

The district calendar committee helped design the academic calendar for 2025-2026. This academic calendar provides students with 175 instructional days, and 187 days for teachers. ECISD posted three calendar options publicly on December 21st, 2025 and were shared via staff email, emailed to all parents and through social media. Below is a summary of the number of stakeholders who responded:

- 614 staff members responded
- 767 community members responded

OCA/OCTECHS academic calendar will run the same days.

Administrative Recommendation:

Approval of ECISD (D) 2026-20267 Academic Calendar and OCA/OCTECHS Calendar.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Superintendent of Schools

SUBJECT: DISCUSSION OF, AND ACTION ON, WHETHER TO ADOPT A STATUTORY RESOLUTION REGARDING ESTABLISHING A DAILY PRAYER PERIOD

DATE: February 17, 2026

SB 11 from the 89th Legislative Session adds Texas Education Code section 25.0823, which allows school boards to designate time each school day at every campus for students and employees to pray and read the Bible or other religious texts. The bill requires that within six months of the effective date (by March 1, 2026), each district's board must take a record vote either to establish the daily prayer time and reading of religious texts by adopting the resolution set out in the new statute or to decline to establish the daily prayer time.

A board wishing to establish a daily period for prayer and reading of religious texts must do so by adopting the statutory resolution.

Administrative Recommendation:

Action on, Whether to Adopt a Statutory Resolution Regarding Establishing a Daily Prayer Period

Resolution Regarding Senate Bill 11
Period of Prayer and Reading of the Bible or Other Religious Text

The _____ ISD shall adopt a policy requiring every campus of _____ ISD to provide a period of prayer and reading of the Bible or other religious text as provided by Education Code 25.0823.

Adopted this ____ (date) day of _____ (month), _____ (year), by the Board.

Board President's signature: _____

Board Secretary's signature: _____



BOARD OF TRUSTEES

SUBJECT: Consent Agenda

PRESENTED BY: Dr. Keeley S. Boyer

BACKGROUND INFORMATION:

Ector County ISD adopted the use of the consent agenda as a means of expediting regular meetings. Consent agenda items consist of typical or routine matters in nature and typically have been discussed in a prior Board Work Study session. As such, the Board can consider all items included in the Consent Agenda with one motion. Should the Board choose to consider any item on the Consent Agenda separately, that item can be removed from the Consent Agenda, discussed, and voted on separately.

ADMINISTRATIVE RECOMMENDATION:

Approval of the Consent Agenda.



REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

Attached you will find minutes of meetings of the Board of Trustees for:

January 13, 2026 – Board Workshop Meeting
January 20, 2026 – Regular Board Meeting

AT A BOARD WORKSHOP OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON JANUARY 13, 2026, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING THIRD FLOOR CONFERENCE ROOM A/B, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Robert Thayer
Wayne Woodall

Absent:

School Officials: Dr. Keeley Boyer, Mike Adkins, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Dr. Matthew Spivy, Alicia Syverson, Lauren Tavarez, Dr. Robert Trejo

Others: Alex Reynolds, Hudson Huff, Bertha Saldibar, Sonia Rocha, Siena Searcy, Kevin Searcy, Anthony Garcia, Sam Magallan, Stacey Nunez, Sandra Talavera, Rita Lopez, Mary Franco

27462 **Meeting Called to Order:** Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

27463 **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, 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.

27464 **Opening Remarks by Superintendent:** In her opening remarks, Superintendent Dr. Keeley Boyer informed Trustees that an evacuation and reunification drill will take place Friday afternoon at Noel Elementary. ECISD communications will be shared with the community over the next day or two to ensure awareness that the event is a drill and not an actual emergency.

27465 **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.

Board Policy

27466 **Discussion of Revisions to Policy CH(LOCAL): Purchasing and Acquisitions:** Associate Superintendent of District Operations Dr. Anthony Sorola presented this item for discussion.

**Board Workshop Meeting
January 13, 2026**

This proposed change would increase the purchasing approval limit delegated to the Superintendent from the current \$50,000 to \$100,000 which would be in alignment with the new state threshold for competitive bid purchases.

No action required.

27467 **Discussion of Revisions to Policy CFB(LOCAL): Accounting Inventories:** Associate Superintendent of District Operations Dr. Anthony Sorola presented this item for discussion. This proposed change would align ECISD policy with recent changes to both federal law and state law on the threshold for capitalization of items purchased, increasing it from \$5,000 to \$10,000.

No action required.

27468 **Discussion of Revisions to Policy EHBE(LOCAL): Special Programs: Bilingual Education/ESL:** Chief Academic Officer Dr. Robert Trejo presented this item for discussion. This proposed change is in line with the District's proposal to move to a Transitional Bilingual Early-Exit Model with the 2026-27 school year.

No action required.

Report/Discussion Items

27469 **Discussion of Proposed Middle School Boundaries for 2026-2027:** Associate Superintendent of District Operations Dr. Anthony Sorola along with Zonda Demographics Senior Advisor Hudson Huff presented this item for discussion. The school board began these discussions back in the fall with a series of public meetings and a community survey. Using that feedback and input from Trustees, two maps were presented in this meeting as options for consideration – they were proposed plan #5 and proposed plan #6. You will notice the differences between the two are along the western edge of the Bonham MS boundary and would impact Bonham and either Bowie MS or Wilson & Young MS. The goal of any rezoning effort is to allow students to attend a neighborhood school, to reduce travel time, and to level out enrollment between the schools as much as possible. Trustees are planning to vote on the new middle school boundaries at next week's meeting.

No action required.

27470 **Strategic Plan Update: Digital Learning - Artificial Intelligence:** Chief Technology Officer Lauren Tavarez presented this item for discussion. ECISD's strategic plan commits to "integrate evolving digital tools in ways that enhance teaching and accelerate student success." AI is one of those tools. ECISD is one of the leaders in the AI for education work with updated Responsible Use agreements to include language about the use of AI, vetting of all AI products to ensure alignment with our data privacy standards, age-appropriate access controls by grade level, and active content filtering and monitoring system.

**Board Workshop Meeting
January 13, 2026**

The board talked about common misconceptions of AI and then practiced with it themselves, learning the importance of using good prompts to elicit a better quality of responses. The District has provided (and is providing) professional development training on AI use for teachers and staff. Also, ECISD has developed a guide with four approaches to students using AI: for brainstorming, for practice and productivity, for feedback and refinement, and on their own. It is important for students to be prepared for the workforce, build critical thinking, personalizes support for all learners, and develop AI literacy.

No action required.

27471 **Discussion of 2026-2027 Budget Priorities:** Superintendent Dr. Keeley Boyer and Chief Financial Officer Albessa Chavez presented this item for discussion. Trustees began their discussion of priorities for the 2026-27 budget. With a decline in enrollment this year, the beginning budget amounts will be lower than in previous years. As school board members took turns talking about things they want district leaders to prioritize as the budget is built, they mentioned keeping an emphasis on improving Bilingual education, look for redundancies that can be eliminated to improve efficiency, keep any cuts as far from the classroom as possible, continue talent development efforts to recruit, train and retain employees, quality professional development, and do all that can be done for compensation. All agreed, raises are important and ECISD should be competitive not only in this market but with other, similar districts, but if budget constraints are an obstacle, explore retention bonuses for employees. It is still early in the budget process, and all revenue projections are estimates and will change between now and the time a new budget is adopted in late June.

No action required.

27472 **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.

27473 **Closing Remarks by Superintendent:** There were no closing remarks.

27474 **Adjournment:** Board President Tammy Hawkins adjourned the Board meeting at 8:28 p.m.

Board President
Tammy Hawkins

Board Secretary
Robert Thayer

AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON JANUARY 20, 2026, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Robert Thayer
Wayne Woodall

Absent:

School Officials: Dr. Keeley Boyer, Mike Adkins, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Dr. Matthew Spivy, Alicia Syverson, Lauren Tavarez, Dr. Robert Trejo

Others: Tatiana Dennis, Rudy Gatlin, Dustin Fawcett, Steve Parker, Brenda H. Creear, Kristen Vesely, Sara & Clay Moore, Cal Hendrick, Matt Wilson, Alina Guillen, Luis Natividad, Aaron Hawley, Kelly Cook, Carole Campbell, Tracey Borchardt, Celeste Potter, Berta Saldibar, Jeff Daniels, Lesia Young, Amanda Warber, Marilou Jane Duran, Reynaldo Duran, Pasha Cornish, Magdiel Ventura, Angela Pina, , Dianne Jones, Teena Castillo, Sam Magallan, Mark Gabrylczk, Ryan Merritt, Sandra Talavera, Rita Lopez, and Mary Franco

27475 **Meeting Called to Order:** Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

27476 **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, 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.

27477 **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Gale Pond Alamo Elementary School Students Alina Guillen and Luis Natividad.

27478 **Invocation:** The Invocation was led by Senior Pastor Matt Wilson, Antioch Church.

27479 **Special Presentations:**

School Board Month Video: Alicia Syverson, Associate Superintendent of Student & School Support presented this item. On January 13, 2026 Odessa Mayor Cal Hendrick and the City Council proclaimed January as Ector County ISD School Board Recognition Month. While the proclamation was not read during this meeting, it will be displayed in the boardroom for those interested. Instead, a heartfelt video created by the Communications Department, featuring messages from each of the Trustees, was shared.

Recognition of CREST Award for Alternative Education Center Counseling: Alicia Syverson, Associate Superintendent of Student & School Support presented this item. ECISD's Alternative Education Center comprehensive counseling program has earned the Texas CREST Award for counseling excellence for the third consecutive year. CREST - Counselors Reinforcing Excellence for Students in Texas - is sponsored by the Texas School Counselor Association (TSCA). This recognition highlights the impact of AEC's implementation of the Texas counseling model and its ongoing wraparound partnership with Communities in Schools, both of which have been pivotal in supporting students' social-emotional learning (SEL) and strengthening their focus on academic growth and achievement. In addition, strategic personnel assignments provide targeted behavioral and reading support, ensuring students receive the individualized assistance needed for success.

Recognition of ECISD Police Department Big Bend Area Law Enforcement Agency of the Year: Alicia Syverson, Associate Superintendent of Student & School Support presented this item. The Ector County ISD Police Department has been honored with the Big Bend Law Enforcement Agency of the Year Award, becoming the first school district police department to receive this honor. This prestigious award recognizes the department's innovative work, leadership, and steadfast commitment to community-focused policing. The association includes 21 counties many, if not all, with multiple law enforcement agencies within.

Announcement of Academic All-State Honorees for Fall Semester: Alicia Syverson, Associate Superintendent of Student & School Support presented this item. The Texas High School Coaches Association Academic All-State Teams recognize senior student-athletes, trainers, and managers who excel in GPA, class rank, and ACT/SAT scores. The 13 student athletes recognized tonight have earned this distinction based on their achievements in these categories.

This years, All-State Honorees:

Cross Country | Odessa High School

Nicomedes Carrasco | 2nd Team
Adam Briones | Honorable Mention
Brianna Valenzuela | Honorable Mention

Cross Country | Permian High School

Sienna Lopez | 2nd Team
Byron Lopez | Honorable Mention

Football | Odessa High School

Rudy Salcido | 2nd Team
Alan Reyes Rodriguez | 2nd Team
Orlando Leyva | Honorable Mention

Football | Permian High School

Kris Perez | 2nd Team
Jayson Cranfill | Honorable Mention
Luis Zapiain | Honorable Mention

Volleyball | Permian High School

Bridgit Smithee | 2nd Team

Kanyen Alvarado | Honorable Mention

(Dawn Miller arrived at 6:25 p.m. and was present for the remainder of the meeting.)

27480 **Opening Remarks by Superintendent:** In opening remarks, Superintendent Dr. Keeley Boyer announced that last Wednesday morning, the District awarded five principals a total of \$110,000 in Principal Incentive Allotment awards. She then shared a video of the presentations.

27481 **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

27482 **Bond 2023 Update:** Associate Superintendent of District Operations Dr. Anthony Sorola and Chief Financial Officer Albessa Chavez provided the Board of Trustees with an update on the progress of Bond 2023 projects. The presentation began with an overview of the ongoing construction projects, including the delivery methods being used for each and the contractor, architect, and consultant leading the work.

Career & Technical Education Center:

- Sewer System work ongoing
- Foundation excavation and placement ongoing
- Electrical work ongoing
- Plumbing work beginning

Adela & Gilbert Vasquez Middle School:

- Site utility work in progress
- Steelwork & Blockwork around the Fine Arts area underway
- Interior finishes progressing in the Education Wing

Transition Learning Center:

- Foundation work in preliminary stages

PHS Auditorium:

- Concourse reopened
- HVAC work ongoing
- Audio-visual installation to begin soon
- Exterior brickwork continues

PHS School JROTC Facility: ²⁶³

- Steelwork nearing completion

- Metal siding installation in progress
- Masonry work starting soon

New Transportation Facility:

- Currently in design phase
- Pre-bid contractor meeting held on January 7
- Six contractors toured site with architects

Priority 1 & 2 Roofing Projects:

- Package 1: Roofing at Burleson, Fly Travis & Zavala Elementary
 - Nearing completion
- Package 2: Roofing at Noel, San Jacinto, Cameron, Crockett, and Ector
 - Contractor recommendation presented in this meeting

Agricultural (Ag) Farm Facility:

- Phase one of demolition is complete
- Retention pond excavation underway
- Trenching and plumbing work ongoing

Technology & Systems Upgrades:

- 13 campuses fully upgraded with new PA, Bell, Alarm, and Clock Systems
- Cameron & Alamo Elementary are next in line
- Surveillance camera installation nearing completion - only Ratliff Stadium installation remaining
- Phase 2 to add additional door-access cameras district-wide

Bond Financial Update:

- Two-thirds of the original bond proceeds are either spent or designated for specific project costs – that is approximately \$283 million.

No action required.

27483 **Discussion of and Request for Bond 2023 Purchases over \$50,000:** Moved by Brown, seconded by Abalos to approve the Bond Purchases over \$50,000 as presented. The four items on this month's list include: \$11.4 million for roofing projects; \$745,000 for roofing projects design and engineering services; \$539,900 for surveillance camera refresh; and \$260,000 for asbestos abatement.

Motion unanimously approved.

Board Policy

27484 **Discussion of and Request for Approval of Revisions to Board Policy CH(LOCAL): Purchasing and Acquisition:** Moved by Woodall, seconded by Stanley to approve Revisions to Board Policy CH(LOCAL): Purchasing and Acquisition as presented. This change increases the purchasing approval limit delegated to the Superintendent from the current \$50,000 to \$100,000 which would be in alignment with the new state threshold for competitive bid purchases.

Motion unanimously approved. 264

27485 **Discussion of and Request for Approval of Revisions to Board Policy CFB(LOCAL): Accounting Inventories:** Moved by Stanley, seconded by Thayer to approve Revisions to Board Policy CFB(LOCAL): Accounting Inventories as presented. This change aligns ECISD policy with recent changes to both federal law and state law on the threshold for capitalization of items purchased, increasing it from \$5,000 to \$10,000.

Motion unanimously approved.

27486 **Discussion of and Request for Approval of Revisions to Board Policy EHBE(LOCAL): Special Programs: Bilingual Education/ESL:** Moved by Brown, seconded by Woodall to approve Revisions to Board Policy EHBE(LOCAL): Special Programs: Bilingual Education/ESL as presented. This change is in line with the District's planned move to a Transitional Bilingual Early-Exit Model with the 2026-27 school year.

Motion unanimously approved.

Action Items

27487 **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Woodall, seconded by Brown to approve the Purchases over \$50,000 as presented. The items on this month's list are \$215,000 for integrated pest management services and \$151,449 for combo walk-in cooler and freezer units for School Nutrition.

Motion unanimously approved.

27488 **Discussion of and Request for Approval of the Proposed Memorandum of Understanding between Ector County ISD and the Sunset Youth Golf Center** : Moved by Abalos, seconded by Stanley to approve the Proposed Memorandum of Understanding between Ector County ISD and the Sunset Youth Golf Center as presented. The Sunset Youth Golf Center (SYGC) is a non-profit entity whose mission is to provide youth in ECISD with a safe and supportive space to practice and develop their golf skills. This agreement will allow SYGC to use a portion of the Sunset Golf Course Property to refurbish the driving range, practice putting green, and existing clubhouse into office and classroom space giving ECISD students a dedicated area for golf instruction and practice. The project is planned to begin in February and be completed by June.

Motion unanimously approved.

27489 **Discussion of and Request for Approval of the Proposed 2026-2027 Middle School Boundaries:** Moved by Brown, seconded by Miller to approve the Proposed 2026-2027 Middle School Boundaries as presented. The board adopted Proposed Plan #5. The school board began these discussions in the fall with a series of public meetings and a community survey, gaining valuable feedback from community members during that process. The goal of any rezoning effort is to allow students to attend a neighborhood school, to reduce travel time,

and to level enrollment between the schools as much as possible. More information will be forthcoming as to next year's 8th graders being 'grandfathered in' to their current schools and new transportation routes. Vasquez Middle School will open in August 2026 as the first middle school outside Loop 338 in West Odessa.

Motion unanimously approved.

27490 **Consent Agenda:** Moved by Brown, seconded by Woodall 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 Recommendations of Library Materials
- E. Request for Approval of Resolutions for Applying for Four Police Grants from the Office of the Governor
- F. Request for Approval of Personal Services by Mr. Hilberto Ochoa to Provide School Bus Driver Safety Training Services for the Region 18 Education Service Center Pursuant to Texas Education Code §11.006(c)
- G. Request for Approval of Personal Services by Dr. Carole Campbell for Adjunct Professor for the University of Texas Permian Basin Pursuant to Texas Education Code §11.006(c)
- H. Request for Approval of Personal Services by Dr. Scott Rudes for Adjunct Professor for the University of Texas Permian Basin Pursuant to Texas Education Code §11.006(c)

Motion unanimously approved.

27491 **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.]; (The Board of Trustees will deliberate the hiring of Executive Director of Bilingual, ESL, and Migrant Education); 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.]:**

Board President Tammy Hawkins convened to closed session at 7:31 p.m.

Board President Tammy Hawkins reconvened to open session at 8:35 p.m.

27492 **Request for Approval of Personnel Recommendation to Hire Executive Director of Bilingual, ESL, and Migrant Education:** Moved by Abalos, seconded by Woodall to approve the Personnel Recommendation to Hire Berta Saldibar as the Executive Director of Bilingual, ESL, and Migrant Education as presented.

Motion unanimously approved.

27493 **Information Items**: The Board of Trustees were provided with the following information items: Financials, Purchases Over \$50,000 Informational Report, Quarterly Donations Informational Report, Routine Personnel Report and Added and Reclassification Memorandum January 2026.

27494 **Closing Remarks by Superintendent**: There were no closing remarks.

27495 **Adjournment**: Board President Tammy Hawkins adjourned the Board meeting at 8:36 p.m.

Board President
Tammy Hawkins

Board Secretary
Robert Thayer



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 1/8/2026 to 2/4/2026

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 19,530,996.39

**ECTOR COUNTY ISD
CHECK REGISTER
01/08/2026-02/04/2026**

DATE	PAYEE	\$	AMOUNT
1/14	4IMPRINT INC		324.35
1/14	ALL ABOARD AMERICA!		13,867.20
1/14	ALL ABOUT HEARING		2,600.00
1/14	AMERIPRIDE SERVICES INC.		561.01
1/14	BUCK'S WHEEL & EQUIPMENT COMPANY		136.86
1/14	CDW-G		151,483.98
1/14	CENTERS FOR CHILDREN & FAMILIES		2,250.00
1/14	AUTOMATIC ICE MACHINE		1,684.51
1/14	COMPUDATA SOLUTIONS LLC		225.00
1/14	CULLIGAN WATER CONDITIONING OF WEST TEXAS		337.54
1/14	DRAMATIC PUBLISHING		339.30
1/14	J W PEPPER & SON INC		159.49
1/14	LAKESHORE LEARNING MATERIALS		1,013.74
1/14	LOU'S CLINICAL LAB INC		826.00
1/14	JOHN W GASPARINI INC		8,062.08
1/14	MIDLAND SAFETY & HEALTH SALES		325.00
1/14	MUSIC IS ELEMENTARY INC		224.88
1/14	PLANK ROAD PUBLISHING INC		114.44
1/14	AIM MEDIA TEXAS OPERATING LLC		605.50
1/14	ODESSA WINLECTRIC		47,740.98
1/14	O'REILLY AUTO ENTERPRISES LLC		694.66
1/14	O REILLY AUTOMOTIVE STORES INC		1,730.80
1/14	PERMA BOUND BOOKS		1,904.00
1/14	PIONEER DRAMA SERVICE, INC.		150.50
1/14	SCHOLASTIC BOOK FAIRS		9,973.70
1/14	SECURED DOCUMENT SHREDDING INC		38.13
1/14	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS		875.00
1/14	THE BOSWORTH LTD		4,032.33
1/14	THE LIBRARY STORE		2,813.97
1/14	TRANE U.S. INC.		30,507.56
1/14	WEISSMAN'S DESIGN FOR DANCE		8,201.84
1/14	BROADWAY MOTORS INC		3,407.76
1/14	FOLLETT SCHOOL SOLUTIONS INC		4,000.00
1/14	HTL OPERATING LLC		648.00
1/14	NAPA AUTO PARTS		251.65
1/14	NAPA AUTO PARTS		533.62
1/14	MULTICARE PLUS		150.00
1/14	SANTIAGO SALOMON		6,645.66
1/14	STONE TOWER GRAFIX		1,705.25

1/14	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,150.94
1/14	CMC NEPTUNE LLC	1,620.00
1/14	SOUTHERN TIRE MART LLC	940.00
1/14	WEST TEXAS FILTERS INC	4,037.46
1/14	GATEWAY EDUCATION HOLDINGS LLC	7,100.00
1/14	BEST CHOICE COFFEE SERVICES LLC	218.72
1/14	CENTURY RESOURCES LLC	1,575.70
1/21	ALL ABOARD AMERICA!	44,711.68
1/21	AMERIPRIDE SERVICES INC.	561.01
1/21	BSN SPORTS INC	2,193.42
1/21	CDW-G	218,836.01
1/21	CULLIGAN WATER CONDITIONING OF WEST TEXAS	52.00
1/21	DEMCO INC	529.09
1/21	HEXCO INC	1,073.50
1/21	I B SOURCE	16,923.92
1/21	J W PEPPER & SON INC	303.24
1/21	LAKESHORE LEARNING MATERIALS	104.48
1/21	O'REILLY AUTO ENTERPRISES LLC	526.92
1/21	ORIENTAL TRADING COMPANY INC	93.77
1/21	REGION IV SERVICE CENTER	20.00
1/21	SECURED DOCUMENT SHREDDING INC	2,095.78
1/21	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	2,070.00
1/21	THE BOSWORTH LTD	4,982.33
1/21	TRANE U.S. INC.	1,145.05
1/21	NAPA AUTO PARTS	846.64
1/21	NAPA AUTO PARTS	7.91
1/21	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,432.88
1/21	DECKER INC	1,239.00
1/21	BEST CHOICE COFFEE SERVICES LLC	324.51
1/21	SCHOOL SPECIALTY LLC	431.52
1/29	ALL ABOARD AMERICA!	4,622.40
1/29	AMERIPRIDE SERVICES INC.	563.76
1/29	AVID CENTER	1,195.00
1/29	B-LINE FILTER & SUPPLY INC	144.47
1/29	BUCK'S WHEEL & EQUIPMENT COMPANY	298.23
1/29	CDW-G	36,386.85
1/29	CENTRAL POLY-BAG CORPORATION	7,995.00
1/29	CEV MULTIMEDIA LLC	3,762.50
1/29	AUTOMATIC ICE MACHINE	2,711.02
1/29	CULLIGAN WATER CONDITIONING OF WEST TEXAS	153.00
1/29	DIAMOND BUSINESS SERVICES INC	766.00
1/29	DRAMATIC PUBLISHING	586.61
1/29	FRANKLIN-COVEY CLIENT SALES, INC.	2,076.50
1/29	FROG STREET PRESS LLC	5,750.00

1/29	J W PEPPER & SON INC	246.78
1/29	LAWSON PRODUCTS INC	307.44
1/29	JOHN W GASPARINI INC	1,716.35
1/29	MSC INDUSTRIAL SUPPLY CO.	2,272.13
1/29	NATIONAL ASSOCIATION OF	2,143.49
1/29	NATIONAL GUARANTEED VINYL INC	659.90
1/29	AIM MEDIA TEXAS OPERATING LLC	1,244.25
1/29	ODESSA WINLECTRIC	3,789.12
1/29	O'REILLY AUTO ENTERPRISES LLC	931.16
1/29	SCHOLASTIC BOOK FAIRS	5,265.06
1/29	SECURED DOCUMENT SHREDDING INC	404.80
1/29	THE BOSWORTH LTD	14,850.00
1/29	TRANE U.S. INC.	1,000.32
1/29	WEST MUSIC CO	772.01
1/29	NAPA AUTO PARTS	463.46
1/29	NAPA AUTO PARTS	2,754.69
1/29	NAPA AUTO PARTS	53.24
1/29	SEIDLITZ EDUCATION LLC	1,795.50
1/29	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,434.89
1/29	THE LINCOLN ELECTRIC COMPANY	654.00
1/29	SOUTHERN TIRE MART LLC	135.75
1/29	WEST TEXAS FILTERS INC	9,969.93
1/29	BEST CHOICE COFFEE SERVICES LLC	218.68
1/29	SCHOOL SPECIALTY LLC	1,279.87
2/4	ALL ABOARD AMERICA!	2,584.82
2/4	AMERIPRIDE SERVICES INC.	561.01
2/4	BUCK'S WHEEL & EQUIPMENT COMPANY	1,808.74
2/4	CDW-G	13,772.43
2/4	CMC BUSINESS SYSTEMS INC	1,434.00
2/4	AUTOMATIC ICE MACHINE	536.75
2/4	DRAMATIC PUBLISHING	242.71
2/4	J W PEPPER & SON INC	2,390.40
2/4	MANSON WESTERN LLC	1,836.68
2/4	MSC INDUSTRIAL SUPPLY CO.	603.30
2/4	AIM MEDIA TEXAS OPERATING LLC	276.50
2/4	O'REILLY AUTO ENTERPRISES LLC	1,086.71
2/4	ORIENTAL TRADING COMPANY INC	442.94
2/4	REGION IV SERVICE CENTER	80.00
2/4	REGION 13 EDUCATION SERVICE CENTER	125.00
2/4	ROSS ATHLETIC SUPPLY	18,029.00
2/4	SECURED DOCUMENT SHREDDING INC	38.13
2/4	ULINE INC.	266.07
2/4	WEST MUSIC CO	217.95
2/4	NAPA AUTO PARTS	100.81

2/4	NAPA AUTO PARTS	252.77
2/4	STONE TOWER GRAFIX	1,565.00
2/4	AUDIO RESOURCES GROUP INC	9,900.00
2/4	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,434.89
2/4	BEST CHOICE RESTAURANTS LLC	224.58
2/4	WEST TEXAS FILTERS INC	4,141.99
1/14	GABRIEL KYLE MANALASTAS	175.84
1/14	ACCELERATION ACADEMIES	46,057.00
1/14	ADVANCE STORES COMPANY , INC.	581.45
1/14	AIDE GARCIA	42.28
1/14	AIR TUTORS LLC	4,657.50
1/14	AIRGAS USA LLC	762.07
1/14	ALAN WILLIAMS	989.98
1/14	ALBERT J VALENCIA	104.58
1/14	AMANDA PADILLA	30.10
1/14	AMAZON CAPITAL SERVICES	5,162.28
1/14	ANDERSON TILE SALES INC	2,791.00
1/14	ANTHONY SCOTT	40.81
1/14	APPLE, INC	1,976.00
1/14	ASHLEY M DUNN	67.06
1/14	AT&T	388.72
1/14	ATHLETIC SUPPLY INC	14,000.20
1/14	ATKINS HOLLMAN JONES PEACOCK	19,030.65
1/14	ATMOS ENERGY	64,292.33
1/14	BEN E KEITH AMARILLO	5,113.04
1/14	BIMBO BAKERIES USA	356.46
1/14	DICK BLICK COMPANY	1,461.99
1/14	BLUE STAR BUS SALES LTD	803.04
1/14	BRADLEY MERRITT	1,642.97
1/14	BRAZOS DOOR & HARDWARE	80.00
1/14	BRITTANY SWAIM	42.98
1/14	BRUNSON FAMILY BBQ	1,020.48
1/14	CALPINE CORPORATION	86,056.08
1/14	CAROL ANN BRODERSEN	1,200.00
1/14	CENGAGE LEARNING	800.00
1/14	CHERYL WILSON	689.00
1/14	NBCEC INC	365.20
1/14	CHRISTINA DUGAN	33.95
1/14	CHRISTY KENNEDY	119.77
1/14	CIRCLE P RANCH SUPPLY INC	87.00
1/14	CITY OF ODESSA WATER DEPT	122,089.18
1/14	CLAUDIA GRANADOS	24.36
1/14	CLINT STOWE	137.13
1/14	COCA-COLA BOTTLING CO	531.60

1/14	COCA-COLA SOUTHWEST BEVERAGES LLC	832.04
1/14	CONTROL TECHNOLOGIES INC	11,421.85
1/14	CURRICULUM ASSOCIATES INC	13,800.00
1/14	CYNTHIA SALAZAR	25.76
1/14	CYNTHIA SUE BISHOP	5,500.00
1/14	DANIEL BUSTAMANTE	110.95
1/14	DAVID PAUL COOK	63.56
1/14	F&W PLASTICS LLC	8,792.00
1/14	DEANNA MCBRIDE	114.66
1/14	DEREK BATES	180.50
1/14	EFREN ZUNIGA	25.83
1/14	EICHELBAUM WARDELL HANSEN POWELL & MUNOZ PC	1,000.00
1/14	ELIZABETH GRAY	87.43
1/14	ELSA ENRIQUEZ	58.24
1/14	EMILY R CHASCO	28.70
1/14	EUNA SOLUTIONS INC	18,790.00
1/14	FERGUSON FACILITIES SUPPLY	1,873.51
1/14	FIDENCIA GUTIERREZ	6.30
1/14	FOCUS SCHOOL SOFTWARE LLC	549.00
1/14	FOLLETT CONTENT SOLUTIONS LLC	7,750.70
1/14	FOR INSPIRATION & RECOGNITION	289.00
1/14	FRANCESCA FLORANCE	554.00
1/14	FRED HOWARD	1,440.00
1/14	G H DAIRY	32,670.39
1/14	GABRIELLA HOLGUIN	12.74
1/14	GALLAGHER CONSTRUCTION COMPANY LP	135,000.00
1/14	GARDENDALE WATER CO	80.00
1/14	GARY CUNNINGHAM	52.57
1/14	GENE JOHNSON PRODUCTIONS, INC.	361.14
1/14	GOLD CREEK FOODS	19,311.36
1/14	GRAINGER	9,356.39
1/14	GEORGE CROSS	356.40
1/14	HENTHORN COMMERCIAL CONSTRUCTION LLC	119,496.22
1/14	HENTHORN COMMERCIAL CONSTRUCTION LLC	116,243.52
1/14	HOME DEPOT USA INC - STORE #562	1,608.91
1/14	HORTENCIA DEL BOSQUE	57.96
1/14	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	12,180.00
1/14	HUGHES SERVICES FLOORING, LP	5,850.00
1/14	HUMBERTO HERNANDEZ JR	6,951.50
1/14	HYDRO HOLDING NORTH AMERICA	113,570.00
1/14	IMPACT PROMOTIONAL SERVICES LLC	54.00
1/14	IMPERIAL BAG & PAPER COMPANY LLC	4,441.19
1/14	JACE SCHREIBER	70.77
1/14	JAMI LYN GATEWOOD	70.72

1/14	JENNIFER MEILE	34.51
1/14	JESSICA SOUTHERN	38.10
1/14	JOHN BENTON	474.00
1/14	B L JONES	807.00
1/14	JOSE RAPHAEL MASONSONG	80.57
1/14	JOSEPHINE CONTRERAS	17.43
1/14	JUANA GAYTAN	19.32
1/14	JUANITA OCON	12.32
1/14	JULIA KELTON	8.05
1/14	JULIE SORUM	368.83
1/14	JUMBURRITO	290.50
1/14	KELLY STANSELL	195.00
1/14	KIMBERLY BRYER	16.80
1/14	KLEMENT DISTRIBUTION INC	2,582.38
1/14	KRISTI EICHER	345.87
1/14	KRONOS INC.	8,580.00
1/14	LA MARGARITA	1,725.00
1/14	LABATT FOOD SERVICE	79,970.09
1/14	LIBERTY PAPER	23,872.80
1/14	LIDIA C VALENZUELA	37.94
1/14	LINDSAY K JONAS	27.51
1/14	LISA DONAHO	21.35
1/14	LUISANA MAURICIO	38.71
1/14	MA HERNANDEZ REYES	18.13
1/14	MAHIRA SALINAS	67.13
1/14	MALLORY POMEROY	117.53
1/14	MARIA ORTIZ	1,563.02
1/14	MARK JOSHUA G.STODOMINGO	217.70
1/14	MARLA HOPPINS	23.80
1/14	MATTHEW SPIVY	689.00
1/14	MCGRAW - HILL SCHOOL	3,500.00
1/14	MICA LEIGH GOBER	2,100.00
1/14	MICHAEL FLAX	635.00
1/14	MICHAEL FLAX	150.00
1/14	MID-TEX OF MIDLAND INC	30,020.00
1/14	MIDLAND-ODESSA SYMPHONY & CHORALE	4,000.00
1/14	MIGHTY WASH OPERATIONS LLC	1,325.00
1/14	MIKE SYVERSON	963.50
1/14	MIREIDA F VELAZCO	35.70
1/14	MISTY STEWART	39.13
1/14	MOBILE COMMUNICATION AMERICA INC	7,652.00
1/14	MONK HOLDINGS LLC	24.00
1/14	N-TUNE MUSIC & SOUND INC	35,791.50
1/14	NATIONAL ASSOCIATION OF STATE DIRECTORS OF TEACHER	600.00

1/14	NATIONAL FOOD GROUP INC	18,720.00
1/14	NAYELI MARTINEZ	18.62
1/14	NAYELI OLIVAREZ	68.39
1/14	NETSYNC NETWORK SOLUTIONS	30,113.50
1/14	NIMBUS DRINKING WATER SYSTEMS LTD	131.00
1/14	NOHEMI YBARRA	60.13
1/14	NORA ISELA CRUZ	51.45
1/14	ODESSA FAMILY YMCA	31,367.00
1/14	SEWCO INC	11,895.37
1/14	OLIVIA PORRAS	98.98
1/14	ALAN ROJAS JR	681.80
1/14	ALIZAY WHITFIELD	60.00
1/14	AMBER WILLIS	20.00
1/14	HAZEL GARCIA	47.00
1/14	IVETTE SANDOVAL	200.00
1/14	JAYME ROWE	14.00
1/14	KENDRA GIBSON	510.00
1/14	LUIS A GONZALEZ	1,000.00
1/14	MARIANA PALLARES	15.00
1/14	NATALIA RODRIGUEZ	300.00
1/14	STANTON INDEPENDENT SCHOOL DISTRICT	160.00
1/14	OTIS ELEVATOR COMPANY INC	4,846.19
1/14	PADRINO FOODS	22,899.00
1/14	PALOMAR MODULAR BUILDINGS, LLC	114,656.50
1/14	PENSKE COMMERCIAL VEHICLES US LLC	1,482.41
1/14	PERMIAN TRACTOR SALES INC	5,816.48
1/14	RACHEL GALVAN	50.40
1/14	REBECCA ROMO	23.45
1/14	REGION 18 EDUCATION SERVICE CENTER	2,425.00
1/14	RHONDA LONG	83.86
1/14	RILEY COFFMAN	121.10
1/14	ROBERTO TREJO	259.00
1/14	ROBERTS TRUCK CENTER OF TEXAS	667.51
1/14	ROSA HERNANDEZ	9.52
1/14	ROSAS CAFE / BOBBY COX Co.	450.25
1/14	ROSELL D CAUFIELD	1,600.00
1/14	ROSS JOHN LARA	84.00
1/14	RUBEN GARCIA	59.71
1/14	SANDY OCHOA	37.59
1/14	SCOTT RUDES	195.00
1/14	SCOTT WALKER	346.64
1/14	SHANNA MOORE	88.40
1/14	SOLIAN HEALTH LLC	2,400.00
1/14	STEMARCO DESIGN LLC	59.95

1/14	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
1/14	SWEET PIZZA LLC	140.00
1/14	SYSCO USA, INC	39,533.12
1/14	FRANK E GOMEZ	2,400.00
1/14	TEXAS ASSOCIATION OF PARENTS AND EDUCATORS	600.00
1/14	ROBERT MADDEN INDUSTRIES LTD	23,340.00
1/14	TERESA MOLINAR	4.20
1/14	TERRACON CONSULTANTS INC	23,138.75
1/14	TEXAS ASSOCIATION OF SUPERVISORS OF MATHMATICS	305.00
1/14	TEXAS DEPARTMENT OF PUBLIC SAFETY	115.00
1/14	THE GREAT BOOKS FOUNDATION	5,000.00
1/14	THE RON CLARK ACADEMY	11,825.00
1/14	TRACI AVILA	10.36
1/14	TRISTAN CROWDER	47.53
1/14	TUXEDO CONNECT LLC	25,087.50
1/14	UNITED STATES CELLULAR CORPORATION	196.16
1/14	THE UNIVERSITY OF TEXAS AT AUSTIN	500.00
1/14	VANCE WASHINGTON	1,400.00
1/14	VERIZON WIRELESS SERVICES LLC	4,637.06
1/14	VERIZON WIRELESS SERVICES LLC	280.77
1/14	VERIZON WIRELESS SERVICES LLC	655.72
1/14	VICTORIA SMITH	528.00
1/14	WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS PC	1,656.00
1/14	WEISSMAN'S DESIGN FOR DANCE	2,683.53
1/14	WEST TEXAS EDUCATORS	2,878.00
1/14	WHITEHOUSE PARKS LEGADO	2,201.68
1/14	ZAPOPAN BUSINESS GROUP LLC	1,759.30
1/14	YANIRA CASTILLO	13.72
1/14	YOLANDA GORDON	134.47
1/14	YOLANDA MARTINEZ	16.59
1/14	YVONNE FRANCO	16.94
1/14	ZULEMA PALOMINO	26.74
1/21	304 HOTEL OPERATING LLC	4,372.20
1/21	ANGEL ORTIZ	4,800.00
1/21	AIRGAS USA LLC	735.39
1/21	ALEXANDER P RIVAS	2,600.28
1/21	ALICIA DOMINGUEZ	540.00
1/21	ALLEN TEINERT CONSTRUCTION	47,058.00
1/21	ALLEN TEINERT CONSTRUCTION	793,450.13
1/21	ALLEN TEINERT CONSTRUCTION	5,774,542.72
1/21	AMANDA WEBBER	196.63
1/21	AMAZON CAPITAL SERVICES	45,013.76
1/21	AMAZON CAPITAL SERVICES	32.83
1/21	AMY PRICE	30.87

1/21	ANGELA JOHNSON	60.41
1/21	ANGELIQUE HOWARD	175.00
1/21	ANNA SALINAS	26.95
1/21	ANNIE ARREDONDO	28.49
1/21	ANNIE NELSON	162.26
1/21	ANTHONY GARCIA	706.00
1/21	ANTHONY GARCIA	450.34
1/21	ANTHONY JOEL SOROLA	906.00
1/21	ASHLEY ROJO	104.04
1/21	ATHLETIC SUPPLY INC	8,382.50
1/21	BECKY QUIROZ	184.59
1/21	BEN E KEITH LOCKBOX	2,501.10
1/21	BEVCAP MANAGEMENT LLC	145,005.14
1/21	BIMBO BAKERIES USA	2,304.88
1/21	DICK BLICK COMPANY	1,022.71
1/21	BRAZOS DOOR & HARDWARE	375.00
1/21	BWI COMPANIES INC	2,005.56
1/21	CHARLES AND LEZIEE CHURCHFIELD	7,520.80
1/21	CHERYL HINESLY	56.98
1/21	CHRISTINA LORRAINE BUTLER	60.00
1/21	COACHCOMM LLC	1,225.00
1/21	CURRICULUM ASSOCIATES LLC	10,766.79
1/21	CURRICULUM ASSOCIATES INC	32,200.00
1/21	CYNTHIA LANE	175.00
1/21	D.S FABELAS RESTAURANT LLC	889.40
1/21	DANA SAFETY SUPPLY	9,450.00
1/21	DANIELLE SOMMER LEE	10.01
1/21	DAWN L MILLER	105.00
1/21	DEAN GARZA	600.00
1/21	DESTINATION IMAGINATION INC.	165.00
1/21	DIANA ONTIVEROS IGLESIAS	28.91
1/21	DORIANA WAUGH	29.61
1/21	EDLIN ROMAN	141.00
1/21	ELISEO GOMEZ	8.54
1/21	ELIZABETH MARJASON	53.13
1/21	ERIC GARCIA	408.00
1/21	FIRST FINANCIAL ADMINISTRATORS	45,842.42
1/21	FIRST RESPONDER GRANTS, LLC	499.00
1/21	FOLLETT CONTENT SOLUTIONS LLC	478.53
1/21	FRANCESCA FLORANCE	24.22
1/21	FRED HOWARD	1,300.00
1/21	G H DAIRY	32,342.31
1/21	GALLAGHER CONSTRUCTION COMPANY LP	32,400.00
1/21	GALLAGHER CONSTRUCTION COMPANY LP	126,563.00

1/21	GARDENDALE WATER CO	821.00
1/21	GERARDO JIMENEZ	1,040.00
1/21	GRAINGER	3,986.72
1/21	GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN	1,322.56
1/21	HAYDEE G. DAVILA	32.34
1/21	HECTOR LIMON	80.00
1/21	HUMBERTO HERNANDEZ JR	3,905.00
1/21	IMPACT CONSULTANTS INC	4,100.00
1/21	IMPERIAL BAG & PAPER COMPANY LLC	13,689.33
1/21	KEVIN D BALLARD INC	3,328.00
1/21	J HIGGINS LTD INC	90.00
1/21	JAYNE TILLERY	90.37
1/21	JENNIFER MEILE	51.80
1/21	JERIMIE HERNANDEZ	1,248.00
1/21	JESSICA DOMINGUEZ	120.00
1/21	JOSHUA DUNCAN	407.00
1/21	JTM PROVISIONS COMPANY INC	15,489.60
1/21	JULIA PAREDEZ	45.15
1/21	JULIE MARSHALL	752.00
1/21	KATIE COOPER	322.00
1/21	KELLIE THOMAS	18.83
1/21	KELLIE THOMAS	60.62
1/21	KRISTEN VESELY	706.00
1/21	LABATT FOOD SERVICE	70,575.36
1/21	LACEE PERRY	336.59
1/21	LAKRISHA RODRIGUEZ	11.76
1/21	LEASE SERVICING CENTER INC	33,818.69
1/21	LESLIE HANKINS	14.77
1/21	LISA HARRIS	19.67
1/21	LYNDSAY FREEMAN	73.85
1/21	MAGDALENA G AGUILAR	706.00
1/21	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	16,201.88
1/21	MARIA ALEJANDRA CACERES MARTINEZ	53.06
1/21	MARIA RENTERIA	175.00
1/21	MARSH & MCLENNAN COMPANIES INC	100.00
1/21	MARY FRANCO	93.77
1/21	MASTERYPREP LLC	5,400.00
1/21	MAURICIO MARQUEZ	259.00
1/21	MAYRA R ALVAREZ	62.16
1/21	MELISSA QUINTELA	10.64
1/21	MICAH PETTIGREW	12.32
1/21	MICHAEL ELLIS	57.47
1/21	MICHAEL HAWLEY	126.47
1/21	MICHAEL JOE WILLIAMSON	44.80

1/21	MICHAEL PEREZ	100.00
1/21	MINERVA CARRASCO	175.00
1/21	MONK HOLDINGS LLC	648.00
1/21	MSB SCHOOL SERVICES LLC	325.17
1/21	N-TUNE MUSIC & SOUND INC	286.13
1/21	NAOMI FUENTES	341.35
1/21	NATALIE GUARA	38.50
1/21	NOLAN PRITCHARD	425.00
1/21	ODESSA COMMITTEE INFORMATION	250.00
1/21	ODESSA SIGN SOLUTION LLC	92.50
1/21	ODESSA SIGN SOLUTION LLC	45.00
1/21	SEWCO INC	14,256.99
1/21	OLIVIA LUNA	30.82
1/21	ONCE RAMOS LLC	555.60
1/21	KIMBERLY FRAZIER	47.99
1/21	SOUTH SAN ANTONIO ISD	400.00
1/21	OTIS ELEVATOR COMPANY INC	5,291.69
1/21	PARKHILL, SMITH & COOPER, INC.	10,172.90
1/21	PATRICIA LOGAN	83.00
1/21	PATRICIA LOGAN	70.00
1/21	PENSKE COMMERCIAL VEHICLES US LLC	798.13
1/21	PENSKE COMMERCIAL VEHICLES US LLC	45.42
1/21	PERMIAN BASIN REGIONAL PLANNING COMMISSION	100.00
1/21	SHANNON D GAYLOR	1,829.46
1/21	PETROPLEX OFFICE SUPPLY	21,860.45
1/21	PRECISION BUSINESS MACHINES INC	1,441.70
1/21	RAUL SANCHEZ	600.00
1/21	REGION 18 EDUCATION SERVICE CENTER	935.00
1/21	RENEE FULTON	175.00
1/21	RICO B ENRIQUEZ	38.98
1/21	RIGO NUNEZ	151.13
1/21	ROBERTS TRUCK CENTER OF TEXAS	7,962.83
1/21	ROBIN FAWCETT	836.40
1/21	ROBIN HERRINGTON	705.00
1/21	ROCIO DAVILA	67.90
1/21	ROSAS CAFE & TORTILLA FACTORY LTD	532.10
1/21	SAFEBUILT TEXAS LLC	8,666.21
1/21	SANDRA BANDA	1,456.72
1/21	SANSI NORTH AMERICA, LLC	140,395.50
1/21	SARAH R AGUIRRE	37.73
1/21	SARAH RODRIQUEZ	123.97
1/21	SHANNA EDWARDS	20.58
1/21	SKILLSUSA TEXAS	3,160.00
1/21	SOLIANT HEALTH LLC	1,740.00

1/21	SONIA ROCHA	107.24
1/21	STEPHEN TROUB	250.00
1/21	SUSAN TREVINO	21.00
1/21	TERRACON CONSULTANTS INC	2,006.25
1/21	TERRACON CONSULTANTS INC	17,706.88
1/21	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	515.00
1/21	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	585.00
1/21	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
1/21	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
1/21	THOMPSON & HORTON LLP	2,337.50
1/21	TIL-LOIS CALHOUN	120.00
1/21	TRACEY BORCHARDT	242.20
1/21	UNITED REFRIGERATION	536.30
1/21	THE UNIVERSITY OF TEXAS AT AUSTIN	18,500.00
1/21	VANESSA SMITH BROWER	26.18
1/21	VICTORIA NORENA	19.67
1/21	VITAL SIGNS DOT DESIGN LLC	262.50
1/21	WHITNEY CARTER	50.00
1/21	ZAPOPAN BUSINESS GROUP LLC	2,250.10
1/29	512 TERPS LLC	130.00
1/29	ABILENE CHRISTIAN UNIVERSITY	978.72
1/29	AIRGAS USA LLC	396.16
1/29	ALAN WILLIAMS	837.85
1/29	ALBA MARTINEZ RAMIREZ	301.00
1/29	ALLEN TEINERT CONSTRUCTION	623,096.87
1/29	AMAZON CAPITAL SERVICES	33,524.79
1/29	AMSTAR INC	166,237.56
1/29	ANTHONY JOEL SOROLA	120.00
1/29	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	3,141,718.57
1/29	AT&T	9,747.15
1/29	AT&T LONG DISTANCE	5.52
1/29	AT&T MOBILITY	62.89
1/29	ATHLETIC SUPPLY INC	11,242.00
1/29	BATTERIES UNLIMITED WTX LLC	519.00
1/29	BIG BEND TELECOM LTD	9,805.04
1/29	BIMBO BAKERIES USA	2,192.56
1/29	DICK BLICK COMPANY	1,236.33
1/29	BLUE STAR BUS SALES LTD	186.10
1/29	BREYANNE MICHELLE NAVAREZ	301.00
1/29	BRUNSON FAMILY BBQ	1,402.97
1/29	CABLE ONE, INC.	902.60
1/29	CALPINE CORPORATION	58.96
1/29	CASA ORTIZ RESTAURANT & CATERING LLC	599.42
1/29	CHRISTOPHER BARTLETT	120.00

1/29	CONTROL TECHNOLOGIES INC	1,690.00
1/29	CRISTOBAL MONTES REPULLO	301.00
1/29	CUSTOM WHOLESALE SUPPLY INC	62.54
1/29	DLR GROUP INC OF TEXAS , A TEXAS CORPORATION	5,850.00
1/29	DOMTECH ELECTRICAL AND CONTROLS LLC	37,545.72
1/29	ECTOR COUNTY UTILITY DISTRICT	3,998.57
1/29	EDBLOX INC	41,960.42
1/29	EXALANDER S MAGALLAN	120.00
1/29	FAT HEAD MEAT COMPANY	525.00
1/29	FEDEX	17.20
1/29	FIRST FINANCIAL ADMINISTRATORS	12,205.00
1/29	FIRST FINANCIAL ADMINISTRATORS	71,250.33
1/29	FIRST FINANCIAL ADMINISTRATORS	2,625.00
1/29	FIRST FINANCIAL ADMINISTRATORS	100.00
1/29	FIRST FINANCIAL ADMINISTRATORS	200.00
1/29	FIRST FINANCIAL ADMINISTRATORS	14,766.50
1/29	FIRST FINANCIAL ADMINISTRATORS	925.49
1/29	FIRST FINANCIAL ADMINISTRATORS	2,176.01
1/29	FLORIDA STATE DISBURSEMENT UNIT	222.04
1/29	G H DAIRY	24,041.10
1/29	GABRIELA CONDE BORUN HARRIS	301.00
1/29	GALLAGHER CONSTRUCTION COMPANY LP	32,400.00
1/29	G & G INVESTMENTS INC	1,303.07
1/29	GARDENDALE WATER CO	97.00
1/29	GERARDO JIMENEZ	692.18
1/29	GOODMAN FOOD PRODUCTS	18,538.80
1/29	GOPHER SPORT	5,556.31
1/29	GOT TO SPECIALTIES LLC	1,747.00
1/29	GRAINGER	509.74
1/29	GRANDE COMMUNICATIONS NETWORK LLC	1,576.58
1/29	GRANDE COMMUNICATIONS NETWORK LLC	1,626.71
1/29	HOME DEPOT USA INC - STORE #562	989.88
1/29	IMPERIAL BAG & PAPER COMPANY LLC	13,735.43
1/29	IN DEPTH EVENTS INC	9,195.00
1/29	INGRID HERNANDEZ MERCADO	301.00
1/29	KEVIN D BALLARD INC	2,462.80
1/29	JACKSON VINES	450.00
1/29	JNT RESOURCES PARTNERS LP	40,058.99
1/29	JUMBURRITO	533.50
1/29	KAIGE KUBOTA LLC	300.00
1/29	KLEMENT DISTRIBUTION INC	2,962.60
1/29	LABATT FOOD SERVICE	75,172.59
1/29	LALONNIE KING	301.00
1/29	LARA DESHAZO	301.00

1/29	LEAD4WARD LLC	4,500.00
1/29	LONE STAR LEARNING	1,000.00
1/29	M-PAK INC	124.65
1/29	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	16,310.25
1/29	MARSH & MCLENNAN COMPANIES INC	71.57
1/29	MONK HOLDINGS LLC	290.00
1/29	N-TUNE MUSIC & SOUND INC	8,391.00
1/29	NARDONE BROS. BAKING CO. INC.	37,293.48
1/29	STATE OF NEW MEXICO	300.00
1/29	NEXTGEN SECURITY	4,335.49
1/29	NUNEZ FENCE	20,550.00
1/29	ODP BUSINESS SOLUTIONS LLC	141.12
1/29	MARY FRANCO	15.42
1/29	PENSKE COMMERCIAL VEHICLES US LLC	1,051.50
1/29	PRECISION BUSINESS MACHINES INC	537.97
1/29	PROFORCE MARKETING	4,192.90
1/29	REGION 18 EDUCATION SERVICE CENTER	1,890.00
1/29	ROBERTS TRUCK CENTER OF TEXAS	92.96
1/29	ROSAS CAFE & TORTILLA FACTORY LTD	450.25
1/29	ROSE VALDERAZ	29.97
1/29	ROSELL D CAUFIELD	1,600.00
1/29	S.A. PIAZZA & ASSOC. INC	33,300.96
1/29	SADIE ANN RUBIO	301.00
1/29	SHANNON CRISWELL	12.74
1/29	SHELBYE HILL	540.00
1/29	SOLIANT HEALTH LLC	2,340.00
1/29	SONOVA USA INC	7,245.69
1/29	STACEY J NUNEZ	120.00
1/29	SYLVIA ELIZABETH FEIL	200.00
1/29	SYSCO USA, INC	12,104.00
1/29	ROBERT MADDEN INDUSTRIES LTD	37,890.00
1/29	TASB, INC	80.00
1/29	TEXAS DEPARTMENT OF PUBLIC SAFETY	78.00
1/29	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
1/29	TEXAS LIFE INSURANCE CO	155,406.85
1/29	THE CINCINNATI LIFE INS. CO	20.04
1/29	THE CINCINNATI LIFE INS. CO	206.71
1/29	TYRISHA STRICKLIN	175.00
1/29	TYSON PREPARED FOOD, INC.	12,312.00
1/29	UIL MUSIC REGION 6	550.00
1/29	UIL MUSIC REGION 6	550.00
1/29	UIL REGION 22 MUSIC	350.00
1/29	UNITED REFRIGERATION	67.89
1/29	UNITED STATES CELLULAR CORPORATION	196.16

1/29	UNIVERSITY OF TEXAS AT SAN ANTONIO	1,000.00
1/29	VANESSA CASTILLO	6,000.00
1/29	VERIZON WIRELESS SERVICES LLC	4,277.38
1/29	VERIZON WIRELESS SERVICES LLC	151.96
1/29	VERIZON WIRELESS SERVICES LLC	265.97
1/29	WALLACE PACKAGING LLC	5,897.50
1/29	WEST TEXAS EDUCATORS	180,805.11
1/29	WEST TEXAS EDUCATORS	2,878.00
1/29	ZAPOPAN BUSINESS GROUP LLC	8,327.00
1/29	YOLANDA PAYAN RAYOS	301.00
2/4	SAMUEL ADAM SCHEILE	798.96
2/4	A3 COMMUNICATIONS INC	155,614.13
2/4	ALLISON SANTIAGO	650.00
2/4	AMAZON CAPITAL SERVICES	12,848.88
2/4	AMERICAN FAMILY LIFE & CANCER	6.00
2/4	AMY VANCE	1,661.94
2/4	ANNIE ARREDONDO	142.00
2/4	ARIELLE HIX	350.00
2/4	ASSOCIATION OF TEXAS	3,026.96
2/4	AT&T	70.58
2/4	ATHLETIC SUPPLY INC	6,487.50
2/4	ATKINS HOLLMAN JONES PEACOCK	9,713.25
2/4	ATMOS ENERGY	94.98
2/4	AV LAWN AND TREE CARE SERVICES, LLC	3,900.00
2/4	BATTERIES UNLIMITED WTX LLC	688.90
2/4	BIMBO BAKERIES USA	1,976.38
2/4	BLAIR LAWSON	185.00
2/4	BLAIR LAWSON	170.00
2/4	BLAKE MCDONALD	15.52
2/4	DICK BLICK COMPANY	122.70
2/4	BLUE STAR BUS SALES LTD	3,219.50
2/4	BOSS DEZIGNS	163.00
2/4	BRADLEY MERRITT	1,358.97
2/4	BRAZOS DOOR & HARDWARE	2,510.00
2/4	BRENDA H RANGEL	418.35
2/4	BRITTANY MOLINAR	761.88
2/4	BRITTANY SWAIM	640.55
2/4	CARA SHEPHARD	1,550.99
2/4	CARDIO PARTNERS INC	8,851.26
2/4	CARLOS URIEL MALDONADO	2,379.00
2/4	CARMEN TORIANO	162.00
2/4	CHANTAL HERNANDEZ	13.34
2/4	NBCEC INC	172.50
2/4	CHYREE LEMASTER	790.00

2/4	CIRCLE P RANCH SUPPLY INC	1,979.89
2/4	CLAUDIA ARVIZU RUIZ	262.76
2/4	CLEARBROOK FARMS INC	28,224.00
2/4	CODY GULLETT	95.71
2/4	COMMAND COMMISSIONING LLC	1,950.00
2/4	CONNIE LYNN DRAGER	54.04
2/4	CONSCIOUS DISCIPLINE HOLDINGS LLC	660.97
2/4	CONSUELO RODRIGUEZ	153.00
2/4	CRYSTAL RAYOS	253.00
2/4	CULLIGAN WATER CONDITIONING OF WEST TEXAS	804.50
2/4	CURRICULUM ASSOCIATES INC	6,900.00
2/4	DANIEL WARD	3,669.28
2/4	DAVID J ATKINS	262.76
2/4	DEBORAH TAVAREZ	253.00
2/4	DIADEM SPORTS LLC	516.90
2/4	DOMTECH ELECTRICAL AND CONTROLS LLC	4,103.31
2/4	ECISD EDUCATION FOUNDATION	541.70
2/4	EFREN ZUNIGA	15.89
2/4	ELIZABETH MCNABB	22.82
2/4	ELIZABETH MENDOZA	1,008.47
2/4	ELSA COCKER	325.00
2/4	ERIKA NATIVIDAD	74.68
2/4	ETHAN RUBALCADO	270.92
2/4	FAMILY & CONSUMER SCIENCES	26.88
2/4	FIRST FINANCIAL ADMINISTRATORS	29,437.50
2/4	FIRST FINANCIAL ADMINISTRATORS	7,466.30
2/4	FIRST FINANCIAL ADMINISTRATORS	5,295.00
2/4	FIRST FINANCIAL ADMINISTRATORS	6,710.16
2/4	FIRST FINANCIAL ADMINISTRATORS	4,973.75
2/4	FIRST FINANCIAL ADMINISTRATORS	5,336.78
2/4	FIRST FINANCIAL ADMINISTRATORS	67,731.39
2/4	FIRST FINANCIAL ADMINISTRATORS	28,212.36
2/4	FIRST FINANCIAL ADMINISTRATORS	133,525.03
2/4	FOCUS SCHOOL SOFTWARE LLC	549.00
2/4	FRANCESCA FLORANCE	20.58
2/4	FRED HOWARD	1,100.00
2/4	G H DAIRY	19,627.35
2/4	GALLAGHER CONSTRUCTION COMPANY LP	135,000.00
2/4	GARDENDALE WATER CO	135.00
2/4	GINGER STOREY	493.00
2/4	GOPHER SPORT	5,508.26
2/4	GOT TO SPECIALTIES LLC	740.00
2/4	GRAINGER	4,128.17
2/4	HANNAH HUEBNER	650.00

2/4	HEALTH & HUMAN SERVICES COMMISSION (HHSC)	175.00
2/4	HEALTH SERVICES ADMINISTRATION	715.05
2/4	HEALTH SERVICES ADMINISTRATION	26,941.50
2/4	HEATHER DOLLOFF	324.00
2/4	HECTOR GUERRERO	7,095.52
2/4	HILARY L PYOTT	1,596.13
2/4	HORTENCIA DEL BOSQUE	240.41
2/4	HUGO PAUL STIERHOLZ	350.00
2/4	HUMBERTO HERNANDEZ JR	3,453.27
2/4	IMPERIAL BAG & PAPER COMPANY LLC	26,339.17
2/4	KEVIN D BALLARD INC	16,884.00
2/4	JACKSON VINES	1,000.00
2/4	JACKSON VINES	440.00
2/4	JALISIA CONEY	253.00
2/4	JASHON POGUE	223.00
2/4	JEREMIAH GONZALES	928.94
2/4	JEREMY CORBELL	350.00
2/4	JNT RESOURCES PARTNERS, LP	1,618.04
2/4	JNT RESOURCES PARTNERS, LP	21,885.21
2/4	JOHN BENTON	650.00
2/4	JOSE CAMPOS JR	650.00
2/4	JOSE P CHAVEZ	204.92
2/4	JULIA CARRASCO	52.50
2/4	KATARINA GARCIA	1,008.47
2/4	KATELYN ZIMMER	650.00
2/4	KATIE ARMSTRONG	330.00
2/4	KIMBERLY BRYER	220.54
2/4	KYRSTEN NALL	753.91
2/4	LABATT FOOD SERVICE	70,430.33
2/4	LAURIE WASH	1,013.00
2/4	LETICIA BERNAL	997.94
2/4	LETICIA FLORES	153.00
2/4	LORENZO R MASONSONG	360.00
2/4	LUCAS GONZALES MESA	481.00
2/4	LUIS ROSAS NUNEZ	481.00
2/4	MADDISON R KENNEDY	1,050.00
2/4	MAGALY NIETO	223.00
2/4	MANUELA ESCAJEDA	153.00
2/4	MARCUS MCGLOWN	412.48
2/4	THE MARIACHI CONNECTION, INC.	405.90
2/4	MARLIN LEASING CORPORATION	521.88
2/4	MARLIN LEASING CORPORATION	138.35
2/4	MARLIN LEASING CORPORATION	147.98
2/4	MATHEO FUENTES SANTIAGO	650.00

2/4	MAYRA MARIELA GUTIERREZ	650.00
2/4	MICA LEIGH GOBER	525.00
2/4	MICHAEL HAWLEY	1,838.10
2/4	MICHAEL SIMPSON	650.00
2/4	MIDLAND ODESSA URBAN TRANSIT DISTRICT	710.00
2/4	MIGHTY WASH OPERATIONS LLC	1,075.00
2/4	MIKE ADKINS	223.00
2/4	MITCH DAVIS	1,003.96
2/4	MOBILE COMMUNICATION AMERICA INC	2,606.00
2/4	MORRIS ENTERPRISES LLC	6,272.64
2/4	N-TUNE MUSIC & SOUND INC	40,299.01
2/4	NEFTALI SILVA	180.46
2/4	NEXTGEN SECURITY	4,731.35
2/4	NICHOLAS MALDONADO	650.00
2/4	NOLAN PRITCHARD	300.00
2/4	NORA ISELA CRUZ	1,050.00
2/4	ODESSA COLLEGE	2,400.00
2/4	ODESSA SIGN SOLUTION LLC	25.00
2/4	SEWCO INC	17,144.54
2/4	AMELIA SALAZAR	750.00
2/4	ANA CASTROP CARRALERO	47.00
2/4	ANDRHEA NISPEROS	750.00
2/4	DIANA LUZ NARRANJO TORRES	47.00
2/4	LUIS GONZALEZ	1,000.00
2/4	YANIDA LORES GUILARTE	47.00
2/4	PARKHILL, SMITH & COOPER, INC.	16,340.11
2/4	PATHWAYZ COMMUNICATIONS INC	5,212.92
2/4	PATRICIA LOGAN	26.00
2/4	PENSKE COMMERCIAL VEHICLES US LLC	38.65
2/4	PETRA ELISA GONZALEZ	80.50
2/4	PSI JF PETROLEUM GROUP	370.34
2/4	PETROPLEX OFFICE SUPPLY	306.64
2/4	PLAY VERSUS INC	4,499.79
2/4	PRECISION BUSINESS MACHINES INC	10,652.67
2/4	RACHEL GONZALES	333.00
2/4	RENE BARRIENTES	1,307.62
2/4	ROBERTO TREJO	154.50
2/4	RODNEY CHARLES ROMAN	560.00
2/4	RODNEY CHARLES ROMAN	1,130.00
2/4	RONALD WELLS	223.00
2/4	RYAN YETT	1,000.00
2/4	SANDY OCHOA	35.09
2/4	SANTHI PRIYA BHATTARAM	111.00
2/4	SARAH SUMMERSGILL	650.00

2/4	SCHOOL EMPOWERMENT NETWORK	4,000.00
2/4	SCOTT MURI	3,333.33
2/4	SCOTT WINDHAM	350.00
2/4	SEBASTIAN NUNEZ	650.00
2/4	THE SEWELL FAMILY OF COMPANIES INC	377.32
2/4	SHAVEDRIA RAY	270.92
2/4	SHELBYE HILL	600.00
2/4	SHELBYE HILL	375.00
2/4	SHELLAH DONIZA	650.00
2/4	SHELLEY WAGNER	262.76
2/4	SHONA DEE ANN LEWIS	26.31
2/4	SIEMENS INDUSTRY, INC	41,213.07
2/4	SIERRA HALL	700.00
2/4	SIMS PLASTIC INC	219.93
2/4	SOLIANT HEALTH LLC	2,370.00
2/4	SONIA CAMPOS	650.00
2/4	SPEECH SPECIALISTS OF SAN ANTONIO, P.C.	9,112.50
2/4	STACY ROMAN	1,008.47
2/4	STEMARCO DESIGN LLC	321.95
2/4	STEPHANIE WRIGHT	644.55
2/4	STEPHEN TROUB	800.00
2/4	STEPHEN TROUB	450.00
2/4	STEPHEN TROUB	940.00
2/4	SYSCO USA, INC	6,333.44
2/4	TENNIS OUTLET	1,148.00
2/4	TEXAS AFT AMP	247.50
2/4	TEXAS ASSOCIATION OF SCHOOL BOARDS	25,000.00
2/4	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	114.00
2/4	TEXAS CLASSROOM TEACHERS ASSOC	3,622.25
2/4	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	261.30
2/4	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	105.70
2/4	TEXAS STATE TEACHERS ASSOCIATION	38,928.65
2/4	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
2/4	THOMAS GONZALES	1,242.94
2/4	TREVOR THOMPSON	41.58
2/4	TUXEDO CONNECT LLC	574.50
2/4	TXCPSO INC. NORTHWEST PLAINS REGION CPSO	250.00
2/4	TYELIYAH JONES	253.00
2/4	TYLER TECHNOLOGIES INC	1,249.00
2/4	UNITED REFRIGERATION	387.46
2/4	UNITED WAY OF ODESSA	2,622.06
2/4	THE UNIVERSITY OF TEXAS AT AUSTIN	3,735.00
2/4	VALERIE CUEVAS	1,008.47
2/4	VANCE WASHINGTON	1,260.00

2/4	VERIZON WIRELESS SERVICES LLC	299.98
2/4	VICTOR GALVAN GUZMAN	350.00
2/4	VICTORIA NORENA	142.00
2/4	VICTORIA NORENA	640.55
2/4	WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS PC	1,728.00
2/4	WHITNEY RUTLEDGE	650.00
1/8	PCARX LLC	132,115.53
1/12	AETNA LIFE INSURANCE COMPANY	518,106.95
1/12	AETNA LIFE INSURANCE COMPANY	680,295.33
1/8	CAREATC INC	3,618.21
1/8	CAREATC INC	4,316.00
1/8	CAREATC INC	92,534.37
1/8	CAREATC INC	7,222.22
1/12	AETNA LIFE INSURANCE COMPANY	557,144.84
1/12	PCARX LLC	79,661.04
1/15	UTPB	264,191.00
1/20	WELLSPRING TELEHEALTH	10,608.75
1/29	LUCYRX HEALTH SOLUTIONS, INC	87,708.86
1/29	AETNA LIFE INSURANCE COMPANY	319,617.31
1/29	AETNA LIFE INSURANCE COMPANY	374,162.92
1/26	CAREATC INC	4,574.00
1/26	CAREATC INC	5,902.19
1/26	PCARX LLC	4.48
1/29	CAREATC INC	92,534.37
1/29	CAREATC INC	7,222.22

TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	856
TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 19,530,996.39



**REQUEST FOR APPROVAL OF
ACCEPTANCE OF DONATIONS OVER \$10,000**

In accordance with policy CDC (local), Ector County ISD is requesting approval to receive the following donations greater than \$10,000.

Amount	Fund	From	Description
\$28,156.71	199	Milam PTA	Playground shade and installation

Board Approval

Date



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901

OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

Superintendent approval required for a single donation/gift of \$10,000 or more.

Campus: 116 - Milam Elementary

Principal/Non-Campus Administrator: Sydney Garcia

Name of Donor: Milam PTA

Email/Phone of Donor: kjurado_11@yahoo.com

Donor Mailing Address: 640 College Ave, Odessa, TX 79761

Donation Description: Playground Shade

Type of Donation: Physical items

Value*: 28156.71

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Purpose of Donation: The PTA is wanting to donate a playground shade for the outside playground.

Item/Service: Playground Shade funds used to pay Playground Etc. for the work.

Purpose of Purchase: A playground shade of 30x30x10 to provide shade during recess, PE, etc.

Approver	Response	Date	Comment
Nidia Soriano	Approve	2/05/2026 11:05 AM	NA
Albessa Chavez	Approve	2/11/2026 10:11 AM	Approved - Operations was involved in these discussions to make sure it met playground equipment standards.
Dusty Baumann	Approve	2/11/2026 1:41 PM	NA
Sydney Garcia	Approve	2/11/2026 2:02 PM	NA

Project Proposal

Prepared for
ECISD - Mialm Elementary

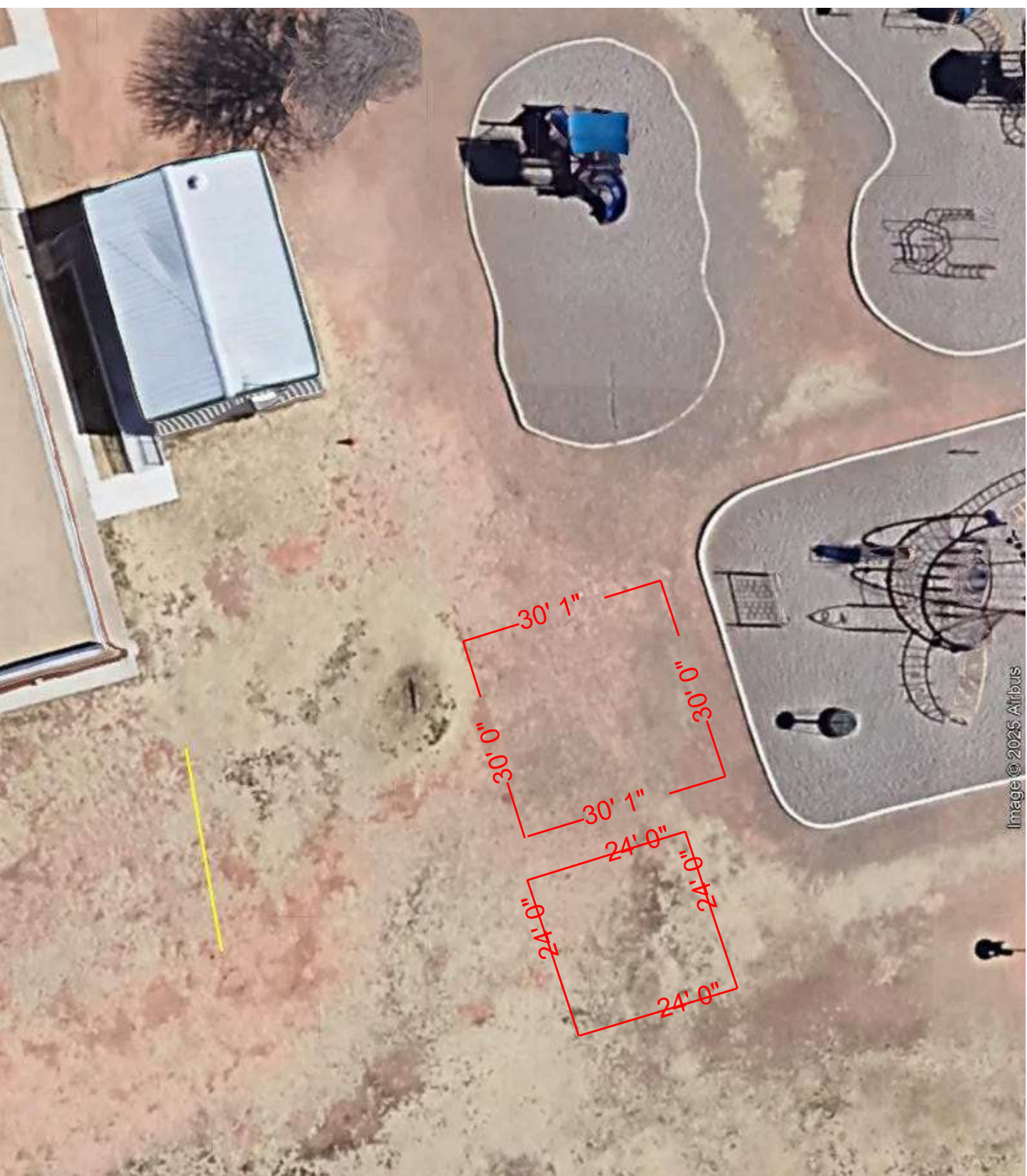
January 2026



Prepared by

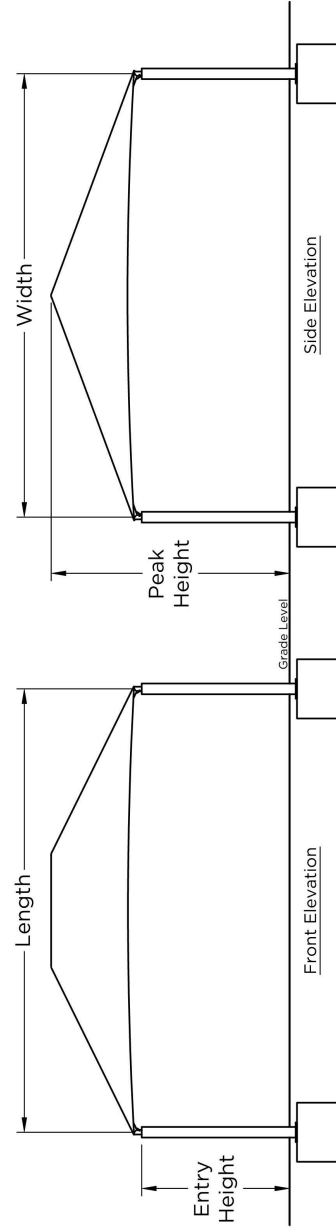
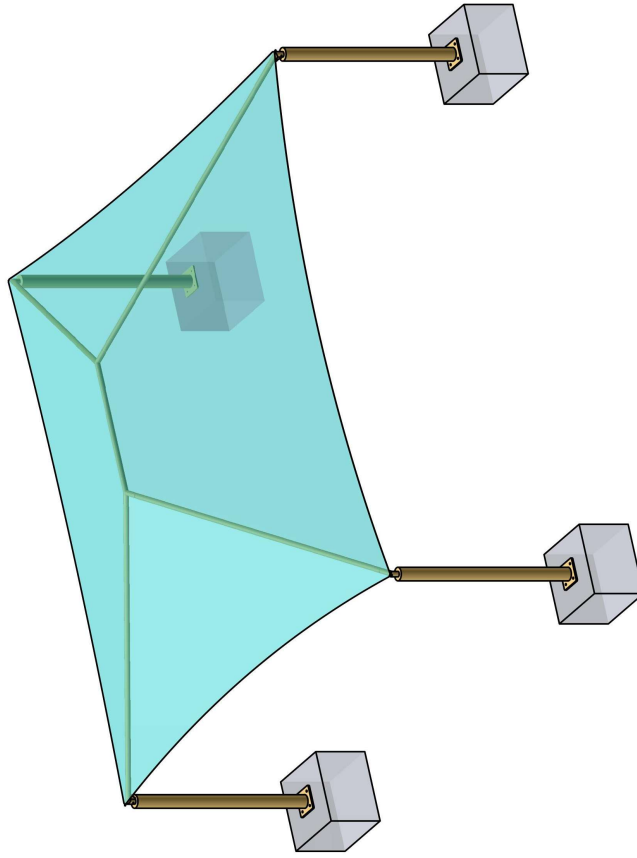


1410 W. Texas Avenue
Midland, Texas 79701
432-687-6388
playgroundsetc.com

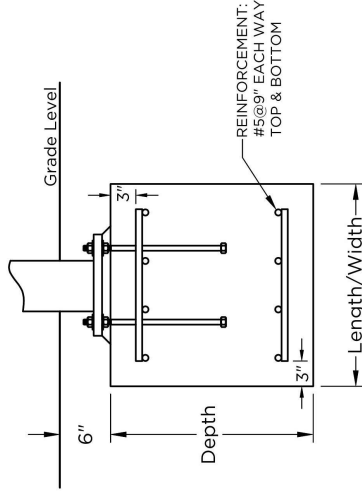


Hip Shade

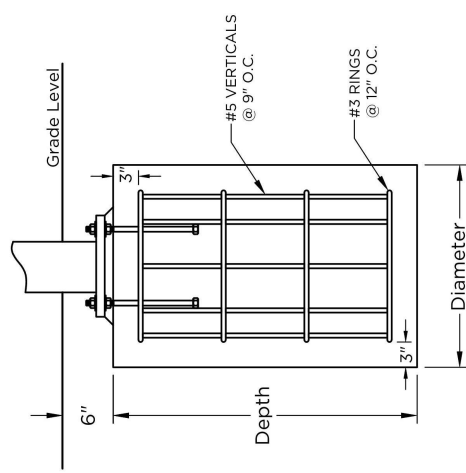
Length	30'	Width	30'	Entry Height	10'
Peak Height	15.55'	Elbow	Glide	Column Mount	Base Plate
Column Size	Ø5.5" Sch-40	Rafter Size	Ø5.0" 11-Ga	Ridge Size	Ø5.0" 11-Ga
Column Length	10.5'	Rafter Length	19.56'	Ridge Length	7.5'
Dome Qty.	1	Column Qty.	4		



Square Footing		
Column	Length & Width	Depth
Single Cap	3.93	3
Double Cap	N/A	3



Auger Footing	
Diameter	Double Cap Depth
1'-6"	N/A
2'-0"	Out of range
2'-6"	Out of range
3'-0"	5.25



These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

SHADE STYLE
Hip Shade

SHADE SIZE
30 X 30

QUOTE
102830

Superior Shade



Playgrounds Etc.

1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date	Bid #
1/21/2026	34056

Name / Address
Ector County ISD 802 North Sam Houston Odessa TX 79761

Notes to Client

Rep	Project Location	Project		
David Kitch	Milam Elementary	Shade 30x30 R1		
Item	Description	Qty	Rate	Total
SRP-SHADE	30' x 30' x 10' tall hip shade on base plates, with glide elbows	1	\$12,721.00	\$12,721.00
Freight	Freight	1		\$2,950.00
Installation	Installation of items listed on this proposal	1		\$12,085.71
Permitting	Permitting	1		\$500.00
Engineered Drawings	Engineered Drawings	1		\$1,200.00
BuyBoard Discount	BuyBoard Discount, Vendor #781-25			-\$1,300.00

SubTotal	\$28,156.71
Sales Tax (0.0%)	\$0.00
Total	\$28,156.71

Approval Signature: _____ Date: _____

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.



Workmanship Warranty

This warranty covers workmanship related to the installation of the products purchased from and installed by Playgrounds Etc for a period of 1 year from the date of installation.

A Note from The Owner

This warranty essentially states that we will stand behind our installation or perform a service call related to improper installation for up to 1 year at no cost to our customer. In actuality, our warranty is better than that. If anything that we install ever fails, regardless of when, and the failure is not due to carelessness, accidental damage, or normal wear and tear, Playgrounds Etc will honor an implied warranty and take care of the matter at no cost to the customer (yes, we really mean that). In other words, if something fails that shouldn't fail, we will take care of it for you. We have always treated our customers like family and we hope that our warranty expresses our feelings towards our customers.

Warranty Exclusions:

The stated warranty is valid only on projects in which Playgrounds Etc is responsible for the complete installation of said project and/or equipment. Playgrounds Etc is not responsible for cosmetic defects such as scratches, dents, marring, fading, damage due to vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other causes not within Playground's Etc control.

Limitation of Remedies:

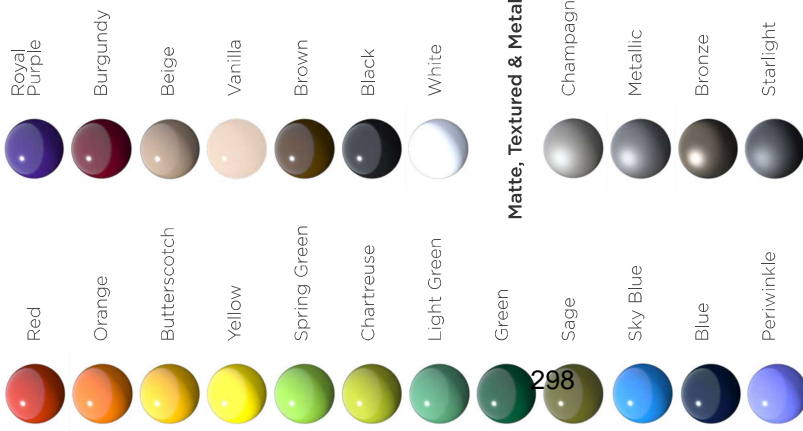
Playgrounds Etc is not liable for consequential or incidental damages, including but not limited to: labor cost or lost profits resulting from use of, or inability to use, the products, *or* from the products being incorporated in, or becoming a component of, any other product. If, after a reasonable number of repeated efforts, Playgrounds Etc is unable to repair or replace a defective or non-conforming product, Playgrounds Etc shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy.

Color Options

Frames

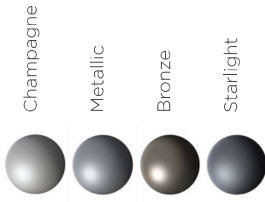
Backed by a [5-year limited warranty](#).

Gloss



298

Matte, Textured & Metallic



Traditional Fabric

This selection of fabric colors are California Fire Marshal certified, fire retardant, and pass the NFPA 701 or ASTM E84 tests. Colors marked with an asterisk are available as both flame retardant and non-flame retardant. Backed by a [10-year limited warranty](#).

Natural* Shade Factor: 76.2% UV Blocking: 93%	Beige Shade Factor: 87% UV Blocking: 97%	NEW! Desert Sand* Shade Factor: 86% UV Blocking: 93%	Latte Shade Factor: 90% UV Blocking: 95%	Rivergum Green* Shade Factor: 88.7% UV Blocking: 92.9%	Lime Shade Factor: 79% UV Blocking: 95%
Mint Green Shade Factor: 93% UV Blocking: 95%	Forest Green Shade Factor: 94% UV Blocking: 96%	Brunswick Green* Shade Factor: 94% UV Blocking: 94.7%	Turquoise* Shade Factor: 86% UV Blocking: 91.5%	True Blue Shade Factor: 89% UV Blocking: 93%	Sky Blue* Shade Factor: 89% UV Blocking: 92.2%
Mint Blue Shade Factor: 77.6% UV Blocking: 95.5%	Navy Blue* Shade Factor: 93.6% UV Blocking: 94.4%	NEW! Royal Purple* Shade Factor: 87.7% UV Blocking: 91.1%	Sun Blaze Shade Factor: 91% UV Blocking: 94%	Cayenne* Shade Factor: 85.3% UV Blocking: 92.4%	Cedar* Shade Factor: 87.3% UV Blocking: 93.6%
Yellow* Shade Factor: 95.5% UV Blocking: 95%	Brown Shade Factor: 93% UV Blocking: 95%	Pearl Onyx Shade Factor: 86% UV Blocking: 94%	Silver Shade Factor: 93% UV Blocking: 95%	Steel Gray* Shade Factor: 90.9% UV Blocking: 94.3%	Midnight Shade Factor: 98% UV Blocking: 98%



2 REASONS TO CHOOSE FLAME RETARDANT FABRIC

- Helps meeting appropriate federal, state, and local building codes.
- Permanent and reliable flame retardant properties, as opposed to FR additives in a post-production application.

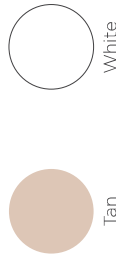
Dual Shade Fabric

Available for an upcharge for our Hypar Umbrella, Triangle Sail, and Hyperbolic Sail. Backed by a [10-year limited warranty](#).

Citrus Shade Factor: 87% UV Blocking: 91.9%	Sunburst Shade Factor: 75.2% UV Blocking: 90.6%	Macaw Shade Factor: 83.3% UV Blocking: 90.7%	Chameleon Shade Factor: 86.4% UV Blocking: 90.3%	Topaz Shade Factor: 85.8% UV Blocking: 90.6%	Amazonia Shade Factor: 91.1% UV Blocking: 92.4%
Savanna Shade Factor: 80.1% UV Blocking: 92.3%	Cobblestone Shade Factor: 90.3% UV Blocking: 93.6%	Gold Rush Shade Factor: 88.3% UV Blocking: 91.5%	Capri Shade Factor: 83.9% UV Blocking: 92.1%	Santorini Shade Factor: 83.3% UV Blocking: 92.2%	Maldives Shade Factor: 88.4% UV Blocking: 90.9%

RainGuard Waterproof Shade Fabric

For our Single Post Waterproof Umbrella. Backed by a [10-year limited warranty](#).



Shade Warranty

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

LW Lifetime* Warranty on stainless steel hardware

20 20-Year Limited Warranty on framework

10 10-Year Limited Warranty on fabric

5 5-Year Limited Warranty on powder coat

1 1-Year Limited Warranty on cables

1 1-Year Limited Warranty on materials not above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and wind-storms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

Limited Warranty: Structural Steel

SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Limited Warranty: Shade Fabric

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX[®] MEHATOP F 1 waterproof fabric carry a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-Year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years. **The colors red and yellow are warranted against significant fading for only two years.

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90 mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*



REQUEST FOR APPROVAL OF THE QUARTERLY INVESTMENT REPORT

Attached is a quarterly report on District investments representing investments for the months of October 2025 – December 2025. The District's investments are governed by the Public Funds Investment Act, Texas Government Code (Chapter 2256) and legal and local policies CDA. Every effort is made to maximize investment earnings while protecting the District's assets.

The report represented is in compliance with legislation that requires quarterly reporting.

Administrative Recommendation:

Approval of Quarterly Investment Report

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 QUARTERLY REPORT OF INVESTMENTS
 FOR THE PERIOD FROM OCTOBER 1, 2025 THRU DECEMBER 31, 2025

	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
TEXPOOL											
GENERAL FUND	\$ 16,476,259.16	86	78,376,691.09	18	91,844,429.27	89,074.08	\$ 3,097,595.06	21.54%	\$ 3,097,595.06	\$ 3,097,595.06	\$ -
SCHOOL NUTRITION FUND	10,892,817.79	0	-	0	-	109,799.21	11,002,617.00	76.51%	11,002,617.00	11,002,617.00	-
SPECIAL FUNDS	277,083.98	2	1,867.50	3	2,100.00	2,795.54	279,647.02	1.94%	279,647.02	279,647.02	-
TEXPOOL	\$ 27,646,160.93	88	78,378,558.59	21	91,846,529.27	201,668.83	\$ 14,379,859.08	100.00%	\$ 14,379,859.08	\$ 14,379,859.08	\$ -
% OF GRAND TOTAL	5.41%						2.89%				
TEXPOOL PRIME											
GENERAL FUND	\$ 50,618,620.34	16	87,600,000.00	6	70,059,853.89	667,534.81	\$ 68,826,301.26	16.00%	\$ 68,826,301.26	\$ 68,826,301.26	\$ -
DEBT SERVICE FUND	10,079,136.00	2	3,009,283.16	0	-	112,975.10	13,201,394.26	3.07%	13,201,394.26	13,201,394.26	-
CAPITAL PROJECTS 2024A	134,685,545.39	1	260,936.28	11	32,031,321.19	1,264,523.37	104,179,683.85	24.22%	104,179,683.85	104,179,683.85	-
CAPITAL PROJECTS 2024B	100,760,267.87	0	-	0	-	1,049,568.77	101,809,836.64	23.67%	101,809,836.64	101,809,836.64	-
CAPITAL PROJECTS 2025X	128,569,483.51	0	-	0	-	1,339,243.28	129,908,726.79	30.20%	129,908,726.79	129,908,726.79	-
MEDICAL TRUST FUND	1,390,915.64	6	8,575,000.00	14	8,357,000.00	16,322.93	1,625,238.57	0.38%	1,625,238.57	1,625,238.57	-
WORKER'S COMP FUND	7,696,561.48	0	-	1	2,000,000.00	61,220.89	5,757,782.37	1.34%	5,757,782.37	5,757,782.37	-
SPECIAL FUNDS	4,850,239.64	0	-	0	-	50,522.50	4,900,762.14	1.14%	4,900,762.14	4,900,762.14	-
TEXPOOL PRIME	\$ 438,650,769.87	25	99,445,219.44	32	112,448,175.08	4,561,911.65	\$ 430,209,725.88	100.00%	\$ 430,209,725.88	\$ 430,209,725.88	\$ -
% OF GRAND TOTAL	85.86%						86.47%				
LONE STAR											
GENERAL FUND	\$ 269,541.78	0	-	0	-	2,707.39	\$ 272,249.17	26.31%	\$ 272,249.17	\$ 272,249.17	\$ -
WORKER'S COMP FUND	754,970.65	0	-	0	-	7,583.22	762,553.87	73.69%	762,553.87	762,553.87	-
LONE STAR	\$ 1,024,512.43	0	-	0	-	10,290.61	\$ 1,034,803.04	100.00%	\$ 1,034,803.04	\$ 1,034,803.04	\$ -
% OF GRAND TOTAL	0.20%						0.21%				
NEXBANK MONEY MARKET											
GENERAL FUND	\$ 11,723,752.58	0	-	0	-	121,938.84	\$ 11,845,691.42	100.00%	\$ 11,845,691.42	\$ 11,845,691.42	\$ -
NEXBANK MONEY MARKET	\$ 11,723,752.58	0	-	0	-	121,938.84	\$ 11,845,691.42	100.00%	\$ 11,845,691.42	\$ 11,845,691.42	\$ -
% OF GRAND TOTAL	2.29%						2.38%				
TEXSTAR											
GENERAL FUND	\$ 17,483,280.50	0	-	0	-	175,698.02	\$ 17,658,978.52	79.44%	\$ 17,658,978.52	\$ 17,658,978.52	\$ -
INSURANCE RECOVERY	4,525,877.80	0	-	0	-	45,482.71	4,571,360.51	20.56%	4,571,360.51	4,571,360.51	-
TEXSTAR	\$ 22,009,158.30	0	-	0	-	221,180.73	\$ 22,230,339.03	100.00%	\$ 22,230,339.03	\$ 22,230,339.03	\$ -
% OF GRAND TOTAL	4.31%						4.47%				
TEXAS CLASS											
GENERAL FUND	\$ 8,055,977.23	14	7,830,000.00	0	-	120,057.65	\$ 16,006,034.88	89.91%	\$ 16,006,034.88	\$ 16,006,034.88	\$ -
CHAPTER 313	1,777,100.54	0	-	0	-	18,535.87	1,795,636.41	10.09%	1,795,636.41	1,795,636.41	-
TEXAS CLASS	\$ 9,833,077.77	14	7,830,000.00	0	0.00	138,593.52	\$ 17,801,671.29	100.00%	\$ 17,801,671.29	\$ 17,801,671.29	\$ 0.00
% OF GRAND TOTAL	1.92%						3.58%				
TOTAL ALL INVESTMENTS	\$ 510,887,431.88	127	185,653,778.03	54	204,294,704.35	5,255,584.18	\$ 497,502,089.74	100.00%	\$ 497,502,089.74	\$ 497,502,089.74	\$ -



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
REPORT OF EARNINGS
JULY 1, 2025 THRU JUNE 30 2026

SUMMARY INVESTMENT EARNINGS
(UNAUDITED)

<u>FUND</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TEXAS CLASS</u>	<u>TOTAL</u>
GENERAL	\$ 134,990.61	\$ 1,060,857.92	\$ 5,602.35	\$ 362,314.81	\$ 251,932.06	\$ 211,398.43	\$ 2,027,096.18
SCHOOL NUTRITION	226,744.79	-	-	-	-	-	226,744.79
DEBT SERVICE	-	375,096.78	-	-	-	-	375,096.78
CAPITAL PROJECTS	-	6,985,481.50	-	-	-	-	6,985,481.50
MEDICAL TRUST	-	39,049.85	-	-	-	-	39,049.85
WORKER'S COMP	-	145,931.34	15,691.85	-	-	-	161,623.19
SPECIAL FUNDS	5,870.97	105,964.42	-	-	-	-	111,835.39
INSURANCE REC	-	-	-	91,590.25	-	-	91,590.25
CHAPTER 313	-	-	-	-	-	38,055.64	38,055.64
	<u>\$ 367,606.37</u>	<u>\$ 8,712,381.81</u>	<u>\$ 21,294.20</u>	<u>\$ 453,905.06</u>	<u>\$ 251,932.06</u>	<u>\$ 249,454.07</u>	<u>\$ 10,056,573.57</u>
PERCENT OF TOTAL	3.66%	86.63%	0.21%	4.51%	2.51%	2.48%	100.00%

SUMMARY OF VARIOUS EARNINGS RATES

<u>PERIOD</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TEXAS CLASS</u>	<u>COMPARISON 90 DAY T-BILL</u>
JULY 2025	4.3120%	4.4194%	4.3131%	4.2950%	4.4500%	4.4065%	5.2300%
AUGUST 2025	4.3052%	4.4177%	4.3099%	4.2859%	4.4500%	4.3904%	5.0900%
SEPTEMBER 2025	4.2520%	4.3584%	4.2519%	4.2135%	4.2500%	4.3496%	4.8500%
OCTOBER 2025	4.1418%	4.2486%	4.1415%	4.1167%	4.1000%	4.2753%	3.8600%
NOVEMBER 2025	3.9885%	4.1085%	3.9682%	3.9811%	4.1000%	4.1069%	3.7900%
DECEMBER 2025	3.8270%	3.9977%	3.8064%	3.8246%	3.9000%	3.9690%	3.6000%
JANUARY 2026							
FEBRUARY 2026							
MARCH 2026							
APRIL 2026							
MAY 2026							
JUNE 2026							
AVERAGE FOR PERIOD	<u>4.1378%</u> (2)	<u>4.2584%</u> (2)	<u>4.1318%</u> (2)	<u>4.1195%</u> (2)	<u>4.2083%</u> (2)	<u>4.2496%</u> (2)	<u>4.4033%</u> (3)



REQUEST FOR APPROVAL OF RECOMMENDATIONS OF LIBRARY MATERIALS

SB 13, enacted by the 89th Texas Legislature, introduces additional requirements regarding a school district's procedures for procuring library materials and/or accepting donations of books intended for a campus library.

The materials referenced have been thoroughly reviewed to ensure compliance with the Texas State Library and Archives Commission School Library Programs: Standards and Guidelines for Texas, as well as all requirements specified in EFB (LEGAL).

This list has been available to the public for 30 days before the Board voted to accept the titles that were donated or requested for procurement in accordance with legal requirements.

The Digital Learning Department requests approval of the list of recommended library materials.

February, 2026 Board Review	
Book Title	Author
AI: artificial intelligence	Griffiths, Andy
Alcatraz escape	Griffiths, Andy
All ears	Griffiths, Andy
Any fin is possible	Griffiths, Andy
Ape Escape	Singer, Warren
Bob the vampire snail	Chanez, Katie
Busted	Gibbs, Stuart
Cats in the crater	O'Hara, Mo
Fighting words	Gibbs, Stuart
The great puppy invasion	Ponti, James
Happiness according to Humphrey	Gonzalez, Christina Diaz
Hello, door	Zuill, Andrea
The humble pie	Gemeinhart, Dan
Hurricane heist	O'Hara, Mo
I survived the Dust Bowl, 1935	Gonzalez, Christina Diaz
The last kids on Earth and the destructor's lair	Mull, Brandon
London Calling	Ponti, James
Magnitude	Taylor, Thomas
More trees, please!	O'Hara, Mo
My fangtastically evil vampire pet	Heim, Alastair
No peeking at presents	Kinney, Jeff
No tooting at tea	Riordan, Rick
One wrong step	Ponti, James
Partypooper	Nielsen, Jennifer A
Rocket arm	Hemming, Alice
The seaquel	O'Hara, Mo
Shadowghast	Ponti, James
The Sherlock Society	Nielsen, Jennifer A
Space cat-astrophe	Taylor, Thomas

Spy school blackout	Heim, Alastair
Stop That Bunny!	O'Hara, Mo
Stop That Santa!	O'Hara, Mo
Stop that witch!	Bradley, Kimberly Brubaker
Survival of the furriest	Kinney, Jeff
Tales from the treehouse	Heim, Alastair
La unica e incomparable Ruby	Applegate, Katherine
La vida de acuerdo a la rana Og	Draper, Sharon M
Amulet. Book eight,Supernova	Kibuishi, Kazu
Amulet. Book five,Prince of the elves	Kibuishi, Kazu
Amulet. Book four,The last council	Kibuishi, Kazu
Amulet. Book nine,Waverider	Kibuishi, Kazu
Amulet. Book one,The stonekeeper	Kibuishi, Kazu
Amulet. Book seven,Firelight	Kibuishi, Kazu
Amulet. Book six,Escape from Lucien	Kibuishi, Kazu
Amulet. Book three,The cloud searchers	Kibuishi, Kazu
Amulet. Book two,The stonekeeper's curse	Kibuishi, Kazu
Corvette : the classic American sports car	Newson, Anne
Dog Man. Big Jim believes	Pilkey, Dav
Weird but true! Space : 300 out-of-this-world facts.	National Geographic



**REQUEST FOR APPROVAL OF A RESOLUTION TO DESIGNATE
ADDITIONAL NONBUSINESS DAYS UNDER TEXAS PUBLIC
INFORMATION ACT (TPIA) FOR YEAR 2026**

House Bill 3033 enacted changes in the way Texas governmental entities define “business days” in regard to calculation deadlines for Texas Public Information Act (TPIA) requests.

The updated law allows the Board of Trustees to designate up to 10 additional days in each calendar year when a district’s administrative offices are closed or operating with minimal staff that may be used in calculating deadlines. Trustees must officially designate these days on an annual basis through a resolution or other official Board action.

Administrative Recommendation:

Approval of a Resolution to Designate Additional Nonbusiness Days under Texas Public Information Act (TPIA) for Year 2026 as presented.

**Resolution to Designate Additional Nonbusiness Days under Texas
Public Information Act (TPIA) for Year 2026**

WHEREAS, House Bill 3033 (HB 3033), effective September 1, 2023, adds new Texas Government Code section 552.0031, which defines “business day” for purposes of the Texas Public Information Act (PIA);

WHEREAS, the new Section 552.0031 of the Texas Government Code allows the board of trustees of each school district to designate up to 10 additional days per calendar year on which the school district’s administrative offices are closed or operating with minimum staffing as a nonbusiness day.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Ector County Independent School District hereby designates the following as additional nonbusiness days for calendar year 2026: March 10, 11, and 12; July 2; November 24 and 25; December 21, 22, 28 and 29.

Adopted this 17th day of February, 2026, by the Board of Trustees.

Presiding officer’s signature: _____

Secretary’s signature: _____



TO: Board of Trustees

FROM: Dr. Matthew Spivy, Executive Director of Human Resources

SUBJECT: **REQUEST FOR APPROVAL OF THE 2026-2027 ECISD
CAMPUS PRINCIPAL ADMINISTRATOR CONTRACTS**

DATE: February 17, 2026

In an effort to retain the skilled instructional leadership of ECISD Principals, we strive to be able to recommend approval of their contracts to secure their employment as early in advance of the 2026-2027 school year as possible.

Administrative Recommendation:

Approval of the 2026-2027 Campus Principal Administrator Contracts



INFORMATION ITEMS

- Financials
- Purchases Over \$50,000 Informational Report
- Routine Personnel Report
- Added and Reclassification Memorandum February 2026



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
 DECEMBER 31, 2025

FOR 2026 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-369,185,000	-991,443	-370,176,443	-143,828,627.63	.00	226,347,815.37	38.9%
11 INSTRUCTION	211,629,923	1,231,436	212,861,359	83,008,694.13	96,221,037.57	33,631,627.30	84.2%
12 INSTRUCTIONAL RES & MEDIA SERV	2,020,954	-93,551	1,927,403	787,212.37	786,910.94	353,279.69	81.7%
13 CURRICULUM & STAFF DEVELOPMENT	9,347,135	-259,751	9,087,384	3,628,376.39	2,790,687.02	2,668,320.59	70.6%
21 INSTRUCTIONAL LEADERSHIP	5,662,506	-84,352	5,578,154	2,491,066.30	2,019,330.98	1,067,756.72	80.9%
23 SCHOOL LEADERSHIP	21,728,046	493,163	22,221,209	10,230,430.38	9,515,550.92	2,475,227.70	88.9%
31 GUID, COUNS & EVALUATION SERVS	17,546,309	491,309	18,037,618	8,007,282.25	8,662,304.07	1,368,031.68	92.4%
32 SOCIAL WORK SERVICES	1,732,378	43,959	1,776,337	847,620.05	884,345.93	44,371.02	97.5%
33 HEALTH SERVICES	3,257,259	97,410	3,354,669	1,459,210.07	1,713,499.76	181,959.17	94.6%
34 STUDENT TRANSPORTATION	11,909,952	-333,976	11,575,976	4,363,307.70	2,893,979.33	4,318,688.97	62.7%
36 CO/EXTRACURRICULAR ACTIVITIES	8,113,940	1,196,487	9,310,427	3,853,384.43	2,258,203.88	3,198,838.69	65.6%
41 GENERAL ADMINISTRATION	9,310,815	93,280	9,404,095	4,184,181.58	3,576,472.61	1,643,440.81	82.5%
51 FACILITIES MAINT & OPERATIONS	39,715,583	1,712,836	41,428,419	14,907,643.64	13,368,887.55	13,151,887.81	68.3%
52 SECURITY & MONITORING SERVICES	6,640,841	1,344,450	7,985,291	4,218,468.75	2,679,555.52	1,087,266.73	86.4%
53 DATA PROCESSING SERVICES	14,904,098	582,921	15,487,019	5,405,940.11	3,217,634.51	6,863,444.38	55.7%
61 COMMUNITY SERVICES	1,500,512	161,602	1,662,114	697,127.76	708,969.31	256,016.93	84.6%
71 DEBT SERVICE	1,359,000	0	1,359,000	402,688.32	330,151.68	626,160.00	53.9%
81 FACILITIES ACQUISITION & CONST	4,431,749	910,906	5,342,655	1,682,707.76	927,206.38	2,732,740.86	48.9%
99 INTERGOVERNMENTAL CHARGES	2,374,000	0	2,374,000	983,620.25	1,390,379.75	.00	100.0%
TOTAL GENERAL FUND	4,000,000	6,596,686	10,596,686	7,330,334.61	153,945,107.71	150,678,756.32	1521.9%
TOTAL REVENUES	-369,710,000	-466,443	-370,176,443	-143,828,627.63	.00	226,347,815.37	
TOTAL EXPENSES	373,710,000	7,063,129	380,773,129	151,158,962.24	153,945,107.71	75,669,059.05	
GRAND TOTAL	4,000,000	6,596,686	10,596,686	7,330,334.61	153,945,107.71	150,678,756.32	1521.9%

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** END OF REPORT - Generated by BAUMANN, DUSTY **

SCHOOL NUTRITION (240) YTD BUDGET REPORT
 DECEMBER 31, 2025

FOR 2026 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
240 SCHOOL NUTRITION							
00 GENERAL LEDGER AND REVENUE	-21,827,628	0	-21,827,628	-10,454,496.67	.00	-11,373,131.33	47.9%
35 FOOD SERVICE	21,827,628	550,457	22,378,085	8,510,426.91	5,683,032.21	8,184,625.88	63.4%
TOTAL SCHOOL NUTRITION	0	550,457	550,457	-1,944,069.76	5,683,032.21	-3,188,505.45	679.2%
TOTAL REVENUES	-21,827,628	0	-21,827,628	-10,454,496.67	.00	-11,373,131.33	
TOTAL EXPENSES	21,827,628	550,457	22,378,085	8,510,426.91	5,683,032.21	8,184,625.88	
GRAND TOTAL	0	550,457	550,457	-1,944,069.76	5,683,032.21	-3,188,505.45	679.2%

** END OF REPORT - Generated by BAUMANN, DUSTY **

DEBT SERVICE (599) YTD BUDGET REPORT
 DECEMBER 31, 2025

FOR 2026 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
599 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-48,949,768	0	-48,949,768	-13,602,313.84	.00	-35,347,454.16	27.8%
71 DEBT SERVICE	48,949,768	0	48,949,768	31,129,646.27	9,692,023.64	8,128,098.09	83.4%
TOTAL DEBT SERVICE FUND	0	0	0	17,527,332.43	9,692,023.64	-27,219,356.07	100.0%
TOTAL REVENUES	-48,949,768	0	-48,949,768	-13,602,313.84	.00	-35,347,454.16	
TOTAL EXPENSES	48,949,768	0	48,949,768	31,129,646.27	9,692,023.64	8,128,098.09	
GRAND TOTAL	0	0	0	17,527,332.43	9,692,023.64	-27,219,356.07	100.0%

** END OF REPORT - Generated by BAUMANN, DUSTY **



PURCHASES OVER \$100,000 INFORMATIONAL REPORT

The purchases over \$100,000 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 \$100,000 Report for January 2026

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	GL Account	Requestor	Department
1	01/14/2026	26006874	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	\$ 3,141,993	PROPERTY INSURANCE 01/01/26 - 12/31/26	Piggyback Amarillo ISD RFP 3705-25.10	199-51-6425-00-965-99-	BETHANY IBARRA	DISTRICT OPERATIONS
2	01/20/2026	26007144	LUCYRX HEALTH SOLUTIONS, INC	\$ 3,100,000	LUCY RX WEEKLY CLAIMS FOR JAN 2026-JUNE 2026	Interlocal Agreement with Universal Benefits Consortium (UBC)	772-41-6499-08-978-99-	YOLANDA GORDON	BENEFITS/RISK MANAGEMENT
3	01/09/2026	26006677	A3 COMMUNICATIONS INC	\$ 2,659,236	BOND PA/BELL/CLOCK REFRESH	ECISD AWARDED RFP 25-06-1	693-11-6639-00-864-11-70224	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
4	01/20/2026	26007043	BLUE CROSS BLUE SHIELD TEXAS	\$ 2,366,948	BCBS WEEKLY CLAIMS JAN 2026-JUNE 2026	Interlocal Agreement with Universal Benefits Consortium (UBC)	772-41-6499-00-978-99-	YOLANDA GORDON	BENEFITS/RISK MANAGEMENT
5	01/06/2026	26006538	ALLEN TEINERT CONSTRUCTION	\$ 818,386	INSTALLATION OF BOILERS AT PHS	BUYBOARD 783-25	693-81-6639-00-003-99-65624 693-81-6299-00-003-99-65624	BETHANY IBARRA	DISTRICT OPERATIONS
6	01/20/2026	26007110	BLUE CROSS BLUE SHIELD TEXAS	\$ 400,000	BCBS MONTHLY ADMINISTRATIVE FEES JAN 2026-JUNE 2026	Interlocal Agreement with Universal Benefits Consortium (UBC)	772-41-6499-01-978-99-	YOLANDA GORDON	BENEFITS/RISK MANAGEMENT
7	01/30/2026	26007531	A TEX RESTAURANT SUPPLY INC	\$ 151,448	TURNKEY REPLACEMENT OF COMBO WALK-IN COOLERS FOR CAVASOS AND LBJ	ECISD AWARDED RFP 26-07SN	240-35-6639-00-974-99-	MARGARITA CORRAL	SCHOOL NUTRITION

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

MEMORANDUM

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

RE: Routine Personnel Report for January 2026

DATE: 1/30/2026

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
KIMBERLY FIERRO-RIVERA	KINDERGARTEN	NOEL ELEMENTARY	01/16/26

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
BRAD REPASS	MATH	WILSON & YOUNG MIDDLE SCHOOL	01/05/26
JASE TAYLOR	SOCIAL STUDIES/COACH	PERMAIN HIGH SCHOOL	01/05/26
MAKAYLA MADRID	AGRICULTURE	ODESSA HIGH SCHOOL	01/05/26
ERIN SILVA	ROBOTICS/COACH	CROCKETT MIDDLE SCHOOL	01/05/26
MICHAEL WERNER	ELAR	BOWIE MIDDLE SCHOOL	01/05/26
MEKHI PINCKNEY	PHYSICAL EDUCATION	ALTERNATIVE EDUCATION CENTER	01/12/26
TYLER BALL	SOCIAL STUDIES/COACH	ODESSA HIGH SCHOOL	01/12/26
JACK LACY	ENGLISH/COACH	ODESSA HIGH SCHOOL	01/21/26

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
CATHRYN DONAGHEY	VIRTUAL SPEECH PATHOLOGIST	SPED	01/22/26
CODY SMITH	DIST POLICE	DIST POLICE	01/30/26
LETICIA AMALLA	ASST PRIN, ELEM	NOEL ELEMENTARY SCHOOL	01/12/26
CRISTELA ESCOBEDO	COUNSLR, ELEM SAS	GUIDANCE & COUNSELING	01/06/26
TANYA HUTCHINS	SUPERVISOR, PURCHASING	PURCHASING	01/06/26
NOELIA JIMENEZ	COUNSLR-HIGH SCHOOL	PERMIAN HIGH SCHOOL	01/06/26

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
AMBERLY LYSSY	2ND GRADE	CAMERON ELEMENTARY	01/16/26
REBECCA OLOWOOKERE	KINDERGARTEN (REG)	CAVAZOS ELEMENTARY	01/20/26

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
VALERIE SMITH	ELAR	BOWIE MIDDLE SCHOOL	01/05/26
DANIEL RAMIREZ ZAMBRANO	ART	ALTERNATIVE EDUCATION CENTER	01/05/26
LESLEY BOND	ELAR/COACH	WILSON & YOUNG MIDDLE SCHOOL	01/14/26
RANDY SMITH	JROTC	PERMAIN HIGH SCHOOL	01/16/26
YESENIA VILLANUEVA	SOCIAL STUDIES	PERMAIN HIGH SCHOOL	01/30/26

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
HEATH ANDERSON	COORDINATOR,ADVANCED ACADEMICS	ADVANCED ACADEMIC SERVICES	01/27/26

MEMORANDUM

TO: Dr. Keeley Boyer, Superintendent of Schools
 FROM: Dr. Matthew Spivy, Chief Human Capital Officer
 RE: Information Report for February 2026
 DATE: 2/17/2026

ADDED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE
OTHER	FAFSA Night	\$32/hour - Principal Approval required
OTHER	Daily Conference Coverage/Sub Shortage	\$21/day - Principal Approval required

RECLASSIFIED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE
Associate Supt - Student & School Support	Chief Student & School Support Officer	Name change only - effective 2026-2027 SY
Associate Supt - Operations	Chief Operations Officer	Name change only - effective 2026-2027 SY

REMOVED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE