



BOARD BUSINESS MEETING

Monday, November 7, 2022

5:30 PM

Board Room

**514 W. Quincy Street
San Antonio, TX 78212**

AGENDA

1. Meeting Called to Order

A. Roll Call of Board Members Present and Declaration of Quorum Present _____
Absent _____

1. Mrs. Christina Martinez
2. Ms. Alicia Sebastian
3. Mr. Arthur Valdez
4. Mr. Ed Garza
5. Ms. Leticia Ozuna
6. Mrs. Patti Radle
7. Mrs. Sarah Sorensen

B. Recording of Superintendent Present

1. Dr. Jaime Aquino

C. Pledge of Allegiance to the U. S. Flag

D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

E. Citizens' Presentations - 60-minute total time limit for this item

2. Governance

- | | |
|---|----|
| A. Presentation on Student Membership, Student Attendance, and a Revenue Update for the 2022-2023 School Year | 4 |
| B. Approval of the 2022-23 Campus Performance Objectives and Targeted Improvement Plans | 12 |
| C. Presentation on In-District Charter School Annual Performance Review and Charter Renewal Recommendations | 27 |
| D. Approval of District's Annual Financial Report for Fiscal Year Ended June 30, 2022 | 80 |
| E. Report on the Council of the Great City Schools Conference | 83 |

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary
Ed Garza, Trustee

Leticia Ozuna, Trustee
Patti Radle, Trustee

Sarah Sorensen, Trustee
Dr. Jaime Aquino, Superintendent



3. Consent Agenda

A. Intruder Safety Audit Update	95
B. Approval of the Renaming of the Fox Tech Library	97
C. Approval of the Inter Agency Affiliation Agreement (Agreement) Between SAISD and San Antonio Municipal Court Juvenile Case Manager Section	99
D. Approval of the Memorandum of Understanding (MOU) Between SAISD and River City Federal Credit Union	107
E. Approval of General Contractor for the 2020 Bond Renovations at CAST Med High School	116
F. Approval of Temporary Portables for the Bond 2020 Project at Edison High School	120
G. Approval of Dismantling and Removing Nine (9) Portables for the Bond 2016 Project at Lanier High School	124
H. Approval of the Purchase of Dell Servers and Services	213
I. Approval of Fund Balance Commitments for the Fiscal Year Beginning July 1, 2022	232
J. Approval of Monthly Budget Reports and Amendments for November 2022	235
K. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards	243
L. Approval of Minutes for the following meetings:	
1. October 1, 2022 Special Board Meeting	264
2. October 11, 2022 Board Business Meeting A	265
3. October 12, 2022 Internal Audit Subcommittee Meeting	268
4. October 17, 2022 Board Business Meeting B	269

4. Closed Session

- A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076)
 - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
 - 2. Consultation with legal counsel on Bond related legal issues. (TGC 551.071)
 - 3. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification, and dismissal of an employee. (TGC 551.071 and TGC 551.074)
 - 4. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Assistant Principal subject to the Superintendent's authority to reassign, and discussion and consultation with legal counsel regarding a request to the Commissioner of Education for

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Dr. Jaime Aquino, Superintendent



- approval of a Certification Waiver for out-of-state licensee for the position. (TGC 551.071 and TGC 551.074)
- 5. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Chief, Human Capital Management subject to the Superintendent’s authority to reassign. (TGC 551.074)
- 6. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Chief, Information Technology subject to the Superintendent’s authority to reassign. (TGC 551.074)
- 7. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
- 8. Consultation with legal counsel and discussion regarding Civil Action No. 5:22-cv-00449-JKP-RBF, Jane Doe, a Pseudonym v. San Antonio Independent School District, in the U.S. District Court for the Western District of Texas, San Antonio Division (TGC 551.071 and TGC 551.074)
- 9. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
- 10. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
- 11. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
- 12. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
- B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.
- 5. Adjournment
 - A. Adjournment

NOTICE:

- 1. The Board may go into executive session at any time during the meeting for personnel, real estate, security, school children, negotiated contracts for prospective gifts or donations, consultation and/or legal issues, or as otherwise permitted under the Open Meetings Act, as set out in Subchapter 551 of Title 5 of the Texas Government Code.
- 2. Recess: The Board of Trustees may recess the meeting at any time and reconvene the meeting within 24 hours. The reconvened meeting will occur at the same location as the original meeting and will address the original agenda without the need for reposting.

Any individual in need of services for the visually-impaired, the hearing-impaired, and/or non-English speakers should call the Board Services Office at (210) 554-2289 by 12:00 p.m. on the date of the meeting.

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Dr. Jaime Aquino, Superintendent

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Presentation on Student Membership, Student Attendance, and a Revenue Update for the 2022-2023 School Year

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTERS: Theresa Urrabazo, Chief Data Operations & Services Officer
 Dottie Carreon, Chief Financial Officer

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive a presentation covering student membership and student attendance through the first ten weeks of school. Based on this information, and current student demographic and programmatic data, an updated projection of state and local revenues for the 2022-2023 school year will be presented.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

2022-23 Student Membership, Student Attendance, and Updated Revenue Projections

Date: November 7, 2022

Presenters: Theresa Urrabazo and Dottie Carreon



Agenda

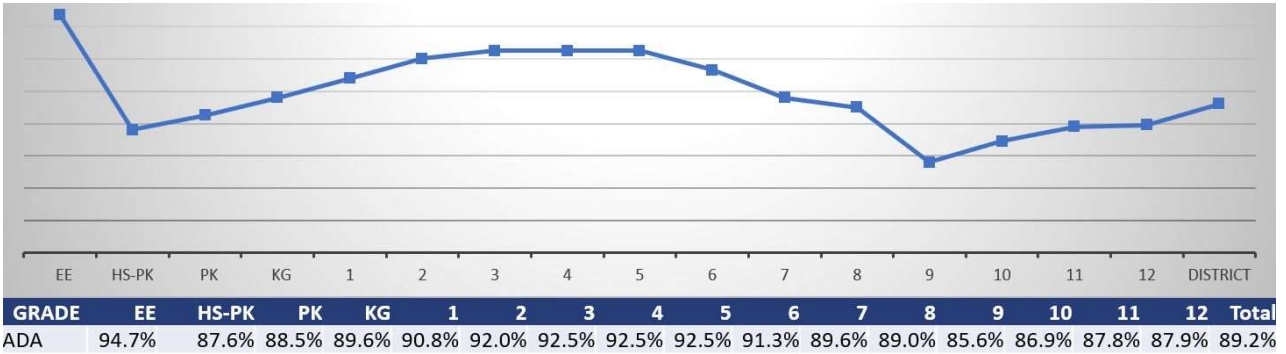
- Student membership update
- Student attendance update
- Attendance seasonality
- Revenue update for 2022-23
 - Current & projected student enrollment
 - Current & projected student attendance

Membership & Attendance Update

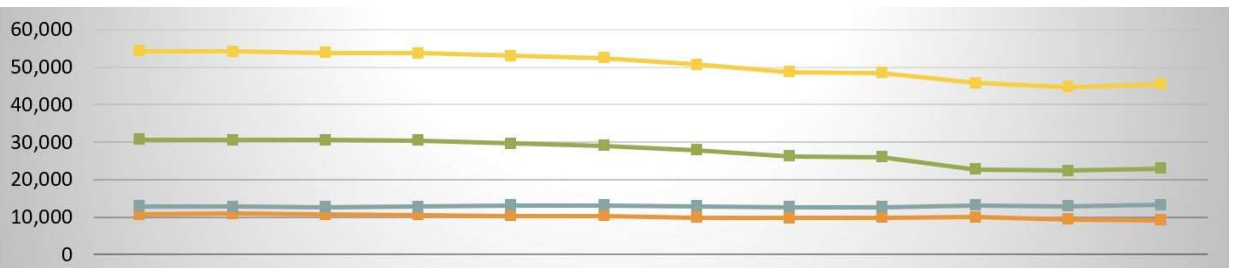
October Snapshot Student Count

GRADE	EE	PK	KG	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
MEMBERSHIP	25	4,269	2,981	3,277	3,291	3,174	2,938	3,017	2,919	3,009	3,217	4,104	3,565	2,813	2,700	45,299

YTD ADA Attendance

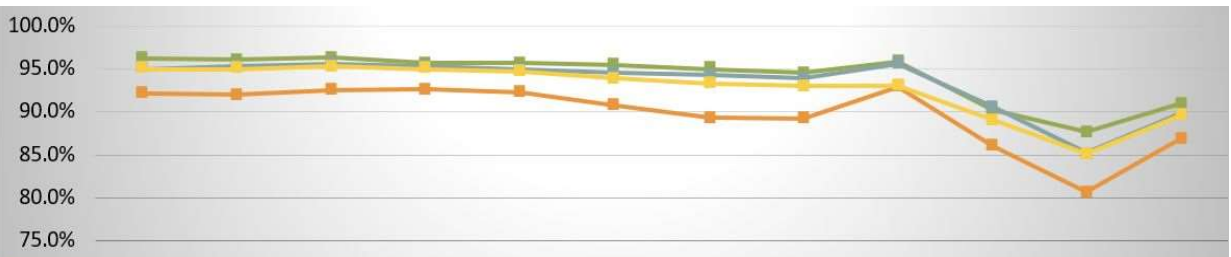


Historical Membership by Level



Level	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
ES	30,707	30,568	30,495	30,394	29,620	29,001	27,914	26,270	25,957	22,720	22,375	22,972
MS	10,662	10,888	10,608	10,516	10,306	10,309	9,855	9,766	9,847	9,983	9,410	9,145
HS	12,891	12,780	12,708	12,791	13,109	13,176	12,872	12,684	12,691	13,077	12,894	13,182
District	54,260	54,236	53,811	53,701	53,035	52,486	50,641	48,720	48,495	45,780	44,679	45,299

Historical Attendance by Level



Level	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
ES	96.2%	96.1%	96.3%	95.7%	95.7%	95.4%	95.0%	94.6%	95.9%	90.2%	87.7%	90.7%
MS	95.0%	95.3%	95.6%	95.3%	94.9%	94.6%	94.3%	93.9%	95.6%	90.6%	85.2%	89.6%
HS	92.1%	92.0%	92.5%	92.6%	92.3%	90.7%	89.3%	89.2%	92.9%	86.0%	80.7%	86.2%
District	95.0%	95.0%	95.3%	95.0%	94.7%	93.9%	93.3%	93.0%	93.1%	89.1%	85.1%	89.2%

Note: 2023 attendance reflects year-to-date. Weekly attendance reflects attendance for that week only. The first two 6 weeks reporting periods are historically the highest rates reported.

Revenue Projection for 2022-2023 Student Enrollment

Projected Student Enrollment	44,676
Actual Student Enrollment (Projected Snapshot)	<u>45,299</u>
Increase in Enrollment for 2022-2023	623
Approximate Revenue per Enrolled Student*	\$8,600
Increase in Enrollment for 2022-2023	<u>623</u>
Enrollment Revenue Impact	\$5,357,800

* Tier I & II Revenue before local share deduction / # of Students Enrolled

Student Attendance Seasonality by 6-week period

Through the 1st twelve weeks, Student Attendance is **89.23%**

SAISD Student Attendance % (Per PEIMS 6-Week Reports)

An increase of **1.0%** in student attendance will increase annual state funding by approximately **\$3.2 million**.



Revenue Projection for 2022-2023 Student Attendance

Projected Student Attendance	90.00%
Actual Student Attendance (through 1st 12 weeks)	89.23%
Shortfall in Attendance %	(0.77%)

Seasonality Adjustment:

Over 10 years of Pre-Covid history, the difference between YTD attendance in the first 12 weeks and final attendance is -1.08%.

Based on these historical attendance trends, we would conservatively project final attendance for 2022-2023 to be **88.15%** (89.23% less seasonality adjustment of -1.08%)

Attendance Revenue Impact	
Shortfall in Attendance % (including Seasonality Adj 89.23%-1.08%=88.15%)	1.85%
1% of Attendance Based Revenue (Tier I & II Revenue less State Comp)	\$3,192,534
1.85% of Attendance Based Revenue	(\$5,906,188)

Revenue Projection Update for 2022-2023

• Change from Student Membership	\$5.4M
• Change from Projected Attendance	<u>(5.9M)</u>
Projected Revenue Change for 2022-2023*	(\$0.5M) (-0.11%)

** The projected revenue change should be considered preliminary, as future changes to student enrollment, student attendance, and program participation with weighted funding will impact state revenues either positively or negatively.*

Thank you & Questions

Date: November 7, 2022
Presenters: Theresa Urrabazo and Dottie Carreon



Attendance Seasonality Detail

	Historical Cumulative Attendance Rates by 6-Week Period							SEASONALITY ADJUSTMENT NEEDED					
	1st 6-weeks	2nd 6-weeks	3rd 6-weeks	4th 6-weeks	5th 6-weeks	6th 6-weeks	FINAL	1st 6-weeks	2nd 6-weeks	3rd 6-weeks	4th 6-weeks	5th 6-weeks	6th 6-weeks
2009-10	94.40%	94.20%	93.87%	93.78%	93.72%	93.65%	93.60%	0.80%	0.60%	0.27%	0.17%	0.12%	0.05%
2010-11	95.80%	95.15%	94.70%	94.28%	94.26%	94.12%	94.10%	1.70%	1.05%	0.60%	0.18%	0.16%	0.02%
2011-12	96.14%	95.62%	95.34%	95.19%	95.09%	94.99%	94.99%	1.16%	0.63%	0.35%	0.21%	0.10%	0.00%
2012-13	96.57%	96.01%	95.31%	95.15%	95.08%	94.98%	94.98%	1.60%	1.04%	0.33%	0.17%	0.11%	0.00%
2013-14	96.63%	96.14%	95.71%	95.45%	95.37%	95.26%	95.25%	1.38%	0.89%	0.46%	0.20%	0.12%	0.01%
2014-15	96.65%	96.07%	95.48%	95.25%	95.11%	94.94%	94.94%	1.71%	1.13%	0.54%	0.30%	0.17%	0.00%
2015-16	96.34%	95.83%	95.50%	95.22%	94.94%	94.73%	94.73%	1.61%	1.10%	0.77%	0.49%	0.21%	0.00%
2016-17	95.98%	95.31%	94.82%	94.44%	94.19%	93.99%	93.99%	1.99%	1.31%	0.83%	0.45%	0.20%	0.00%
2017-18	95.51%	94.89%	94.44%	93.94%	93.66%	93.40%	93.38%	2.13%	1.51%	1.06%	0.56%	0.28%	0.02%
2018-19	95.35%	94.62%	94.05%	93.62%	93.35%	93.07%	93.03%	2.32%	1.59%	1.02%	0.59%	0.32%	0.04%
	95.94%	95.38%	94.92%	94.63%	94.48%	94.31%	94.30%	1.64%	1.08%	0.62%	0.33%	0.18%	0.01%

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the 2022-23 Campus Performance Objectives and Targeted Improvement Plans

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Theresa Urrabazo, Chief of Data Operations & Services
 Eric Wicker, Assistant Superintendent of Schools

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the 2022-23 District & Campus Performance Objectives as well as the Targeted Improvement Plans (TIP) for schools identified as Comprehensive Campuses under the Federal Accountability system (13 campuses) or who are participating in the Effective School Framework grant (3 campuses).

Under the provisions of Texas Education Code (TEC), Chapter 39, each district's board of trustees is required to publish and approve campus performance objectives to create clear and quantifiable goals for each campus in the areas of attendance, STAAR performance, and for high schools, CCMR and Graduation rates. Chapter 39 also requires all Comprehensive Campuses to create a TIP. This plan examines effective campus and classroom systems that are research-based and proven effective. In developing these plans, campuses used six different reflection tools to compare existing systems to highly effective systems. Campuses then focused on two or three systems for improvement throughout the year, including milestones and monitoring. Stakeholder input was solicited and taken into consideration as each campus developed their TIP.

The 2022-23 District & Campus Performance Objectives and the Targeted Improvement Plans will be available to the public pending board approval.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the 2022-23 District & Campus Performance Objectives and the Targeted Improvement Plans.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

Improve Reading and Writing Outcomes for all Students - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August

2022, to 50% in August 2027.

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Campus Performance Objectives 2022 - 2023

Date: 11/07/22

Presenter: Theresa Urrabazo, Chief of Data Operations and Services



Chapter 39, Texas Education Code

The purpose of this presentation is to provide information regarding requirements under Texas Education Code(TEC) Chapters §39 and §39A, Texas Administrative Code (TAC) Chapter 97, Subchapter EE, Division 1, outlining requirements for campuses performance objectives and campuses with areas of need identified through the 2022 State and Federal Accountability System.

Campus Performance Objectives

Goal setting is focused on the following areas:

- ❑ Student Attendance
- ❑ STAAR Performance by Subject and Groups
- ❑ Accountability Ratings by Domain
- ❑ PK Circle Data
- ❑ MAP Data for Reading and Math
- ❑ Graduation Rates
- ❑ College, Career, & Military Readiness Rates

Targeted Improvement Plans: 2022 - 2023

Effective Schools Framework and the School Improvement Process

Date: 11/07/22

Presenter: Eric Wicker – Assistant Superintendent for School Leadership

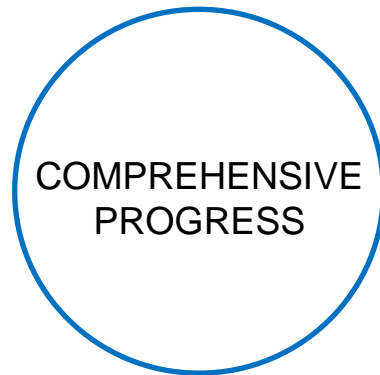


Who Created a Targeted Improvement Plan

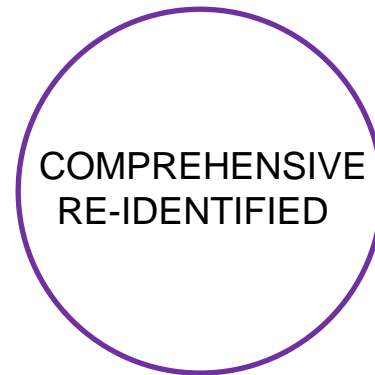
16 Campus engaged in the Effective School Framework Process



5



6



2



3

Why are Targeted Improvement Plans Required

COMPREHENSIVE
IDENTIFIED

The State is required to identify the Lowest 5% performing campuses. Closing the Gaps and Overall Scale Scores to rate all campuses and identify campuses.

- Davis MS
- Poe STEM DL Aca.
- Tafolla MS
- Hillcrest ES
- Hirsch ES

COMPREHENSIVE
PROGRESS

To Exit the Comprehensive system, campuses must NOT be identified in the bottom 5% for two consecutive rating years. “Progress” indicates the campus was not in the bottom 5% the 2nd year.

- Harris MS
- Lowell MS
- Herff Aca,
- Huppertz ES
- Bowden Aca.
- Storm ES

Why are Targeted Improvement Plans Required



COMPREHENSIVE
RE-IDENTIFIED

The State identifies all high schools with a 4- or 6-year Federal Graduation Rate below 67% as Comprehensive. Our Dropout Recovery Schools were not able to exit and were “Re-Identified”.

- Cooper Academy at Navarro
- Healy Murphy Center

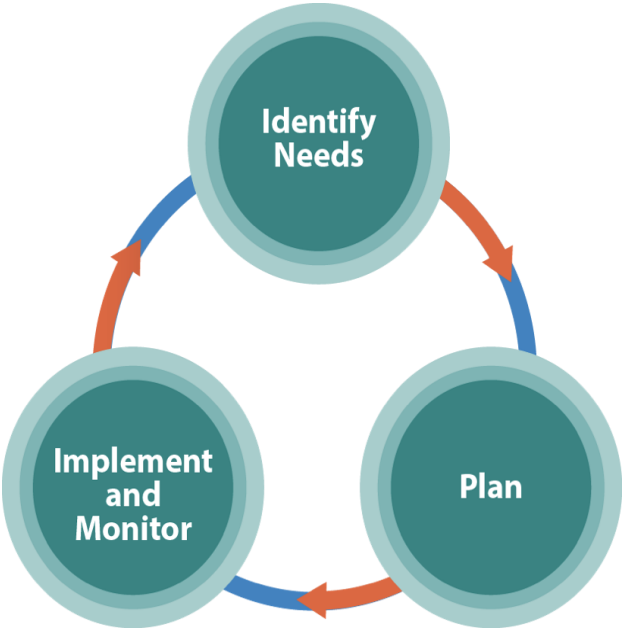
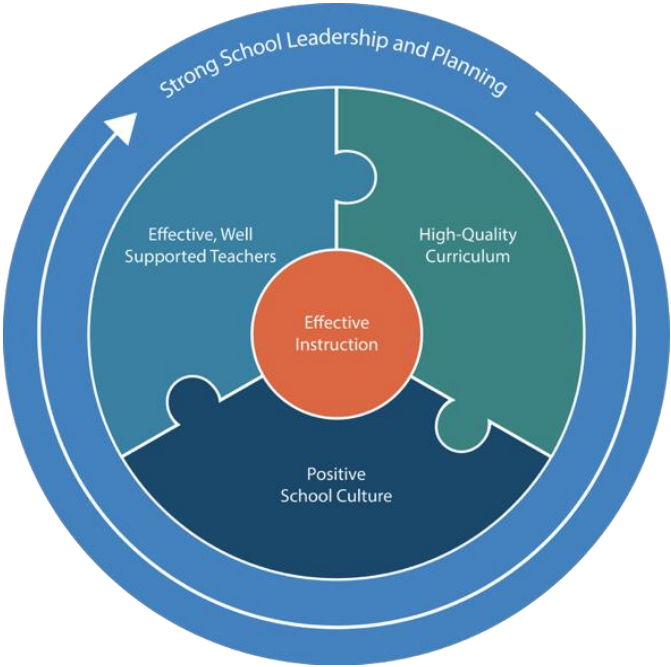


ESF Grant

Campuses that are Effective School Framework grantees are required to complete a Targeted Improvement Plan which also must be Board approved.

- Democracy Prep @ PF Stewart
- Rogers MS
- Foster ES

Effective Schools Framework: Improvement Cycle



Campus Support

Who	Role	Purpose
Asst. Superintendents	DCSI	The DCSI oversees the work of school improvement as a required member of the Campus Intervention Team (CIT), leads and participates in the needs assessment, improvement planning, and monitoring processes, and ensures requirements and submissions are completed on time.
ESC20	Campus Support and Collaboration	Supports campus leaders and DCSI in ensuring implementation of TIP and provides feedback to CIT. As well as, providing ESF visits.
TEA	State Monitor	Monitors the effectiveness of the TIP through virtual meetings/phone conferences with DCSI and campus leadership
Office of Academics	Campus Support	Provides targeted support to campuses based on district data. Supports DCSI and campus leadership in the creation of their TIP and school improvement efforts.

Targeted Improvement Plan - Hirsch

Natasha Gould
Principal – Hirsch Elementary

Focusing the Work

Essential Action 3.1

Edit

New Action Step

Compelling and aligned vision, mission, goals, values focused on a safe environment and high expectations.

Implementation Level

Planning for Implementation

Key Practices

Campus practices and policies demonstrate high expectations and shared ownership for student success, with a drive towards college and career readiness and postsecondary readiness.

Staff members share a common understanding of the mission, vision, and values in practice and can explain how they are present in the daily life of the school.

Rationale

The campus has new administration and 1/3 of the staff at the campus is new therefore a shared vision and common language around campus practices and expectations is needed.

Who will you partner with?

Other

How will you build capacity in this Essential Action?

Engaging with the Campus Leadership Team will ensure that our practices and policies are captured in writing and consistently implemented, as well as, ensure the staff can articulate the campus' vision through practices and procedures. The CLT will build capacity amongst the staff through trainings during PLCs and Faculty meetings.

How will you communicate these priorities to your stakeholders? How will you create buy-in?

We will ensure our staff is aware of our priorities in a faculty meeting. We revisit our focus on common campus practices. We will ensure information is shared for the community through the website, social media and the parent monthly newsletters. Community feedback will be solicited at parent meetings. By soliciting feedback from the stakeholders we will create buy-in.

Desired Annual Outcome

By the end of the school year artifacts will be visible/displayed that show alignment to the campus' vision and expectations.

District Commitment Theory of Action

If the district provides campuses with best practice resources and tools for engaging families (i.e., translation services, parent/student surveys, online communication structures) and ensures that campus buildings are well maintained, safe, then the climate and culture of Hirsch will improve.

Desired 90-day Outcome

By the end of the 90 days the campus will have look-fors for characteristics of a model classroom as well as a refined mission, vision and values statement.

District Actions

The Principal Supervisor and Leadership Coordinator will provide feedback on the implementation of the vision, mission, goals, and values within all classrooms.

Monitoring and Adjusting

2022-2023 Cycle Reviews



Cycle 1 — (Sept – Nov)

Cycle 2 — (Dec – Feb)

Cycle 3 — (Mar – May)

Cycle 4 — (Jun – Aug)

⊕ Student Achievement

📄 0 of 3 Complete

⊕ Academic Growth

📄 0 of 2 Complete

⊕ Closing the Gaps Focus 1

📄 0 of 1 Complete

⊕ Closing the Gaps Focus 2

📄 0 of 1 Complete

Essential Action 3.1

Compelling and aligned vision, mission, goals, values focused on a safe environment and high expectations.

Implementation Level

Key Practices

Planning for Implementation

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Rationale ⓘ

Other

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How will you create buy-in?

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Desired Annual Outcome ⓘ

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District Actions ⓘ

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Questions

Effective Schools Framework and the School Improvement Process

Date: 11/07/2022

Presenter: Eric Wicker – Assistant Superintendent for School Leadership



SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Presentation on In-District Charter School Annual Performance Review and Charter Renewal Recommendations

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: John Norman, Chief Strategy Officer

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

A presentation will be provided to the Board on the performance of in-district charter schools for the 2021-22 school year. The presentation will also include renewal recommendations for all schools whose terms expire at the end of the 2022-2023 school year. These recommendations are based on the renewal rubric and performance expectations for each school relative to agreed upon goals and in accordance with EL(LOCAL) and the In-District Charter Renewal Guide that has been shared with all schools.

The Board will receive the following recommendations, but a vote will not be requested until the December 13, 2022, board meeting:

- Recommend that the Board approve a 5-year charter renewal for Briscoe ES, Harris MS, and Ogden ES. The terms will begin on July 1, 2023, and end on June 30, 2028. The schools will be reviewed for renewal during the 2027-28 school year.
- Recommend that the Board approve a 4-year charter renewal for Advanced Learning Academy, Ball ES, Bowden Academy, Burbank HS, CAST Tech HS, Democracy Prep at Stewart Academy, Fenwick Academy, Gates ES, Jefferson HS, Lamar ES, Storm ES, and Young Women’s Leadership Academy. The terms will begin on July 1, 2023, and end on June 30, 2027. The schools will be reviewed for renewal during the 2026-27 school year.
- Recommend that the Board approve a 3-year probationary charter renewal term for Huppertz ES, Woodlawn Academy, and Woodlawn Hills ES. The terms will begin on July 1, 2023, and end on June 30, 2026. The schools will be monitoring according to their submitted improvement plans. If any of the schools are not meeting their goals during the probationary period, they may be subject to revocation by Board vote prior to the end of the term.
- Recommend that the Board approve to revoke the charter for Barkley-Ruiz ES, Carroll ECEC, Davis MS, Hawthorne Academy, Martin Luther King Academy, and Tynan ECEC.

The charters for these schools would expire on June 30, 2023. The schools would remain open and operate as district-managed schools effective on July 1, 2023.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

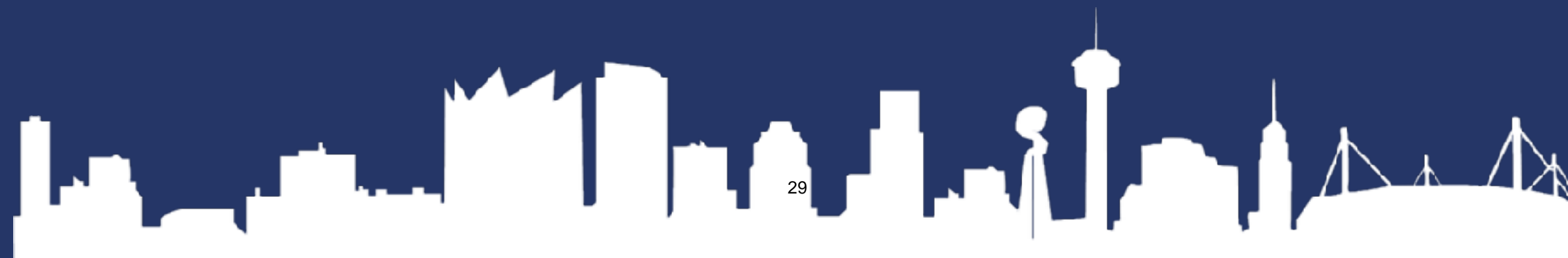
The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



IN-DISTRICT CHARTER SCHOOL ANNUAL PERFORMANCE UPDATE

John Norman | Chief Strategy Officer | November 7, 2022



Objectives



Provide an overview of in-district charters and Senate Bill 1882 partnerships



Report on the performance of all in-district charter schools



Report on the renewal recommendations for in-district charter schools

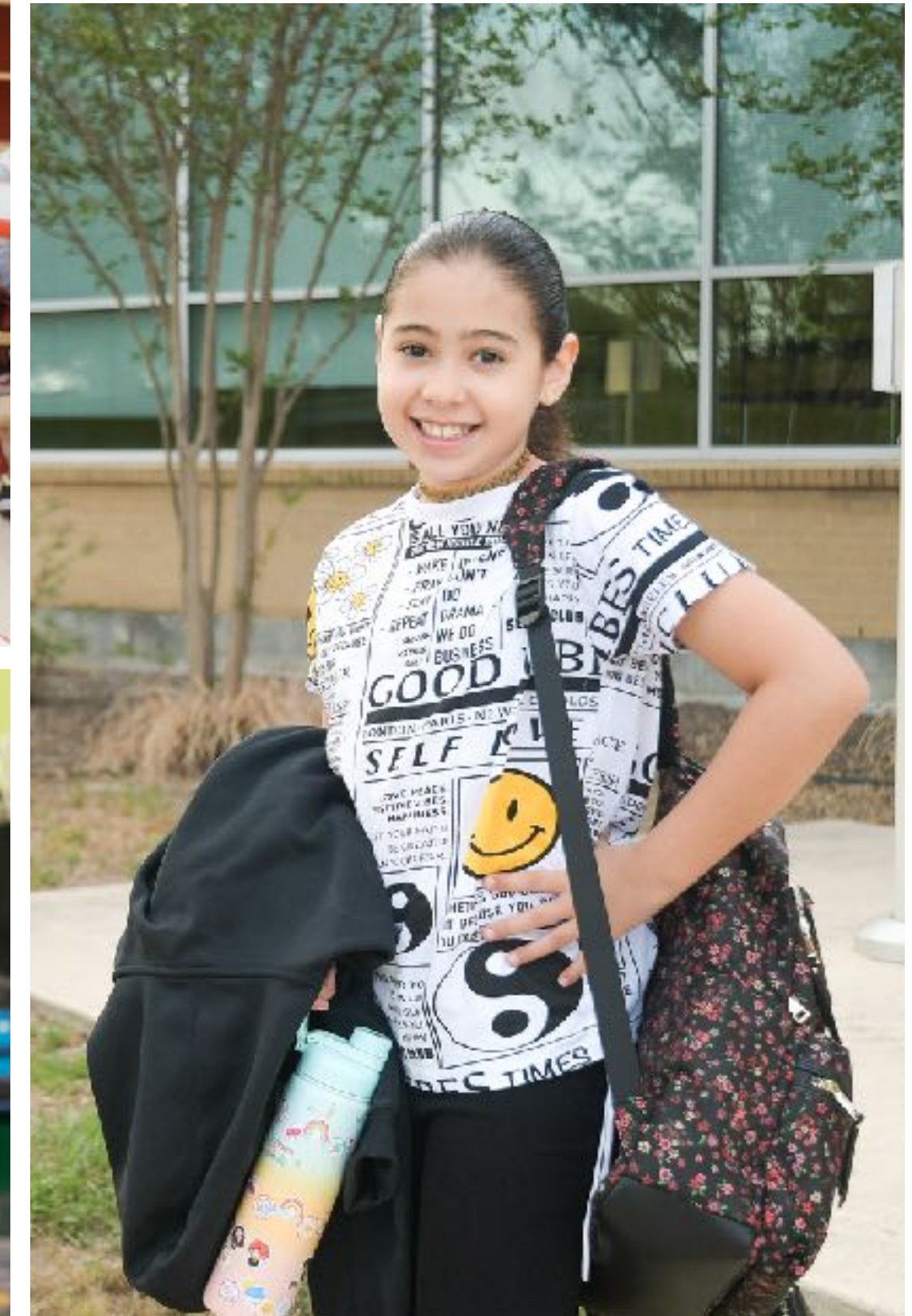


OVERVIEW OF SCHOOLS & PARTNERS



In-District Charter Schools and SB 1882 Partnerships

- **39 In-District Schools**
 - 25 neighborhood schools
 - 14 open enrollment schools
- **31 are SB 1882 Partnership Schools**
- **Partnership Types**
 - Innovation
 - Turnaround



In-District Charter vs. SB 1882 Partnership

In-District Charter		SB 1882 Partnership
Board grants charter to school	CREATION	Board signs contract with partner organization and obtains TEA approval
Unique academic model aligned to campus and community needs	SCHOOL MODEL	Partner has expertise in school's unique academic model
Choice school - may or may not have attendance boundary	ENROLLMENT	Same as charter
Autonomy for campus staff	AUTONOMY	Autonomy for campus staff and partner
Charter school performance contract	ACCOUNTABILITY	Charter school performance contract and partnership agreement
Federal charter startup grant - Approx. \$800,000 over two years	FUNDING	Increased local funding - Approx. \$800 per ADA in annual funding



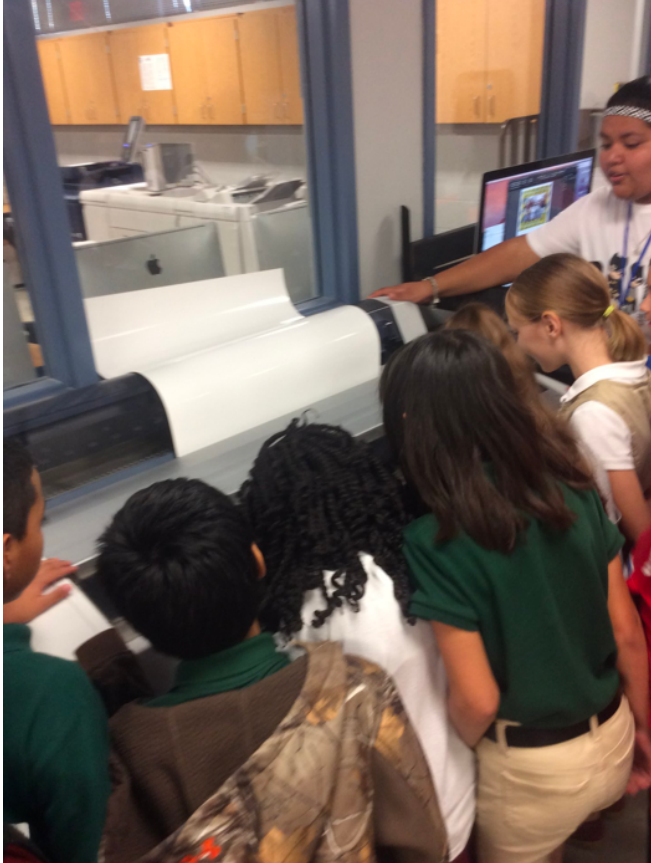
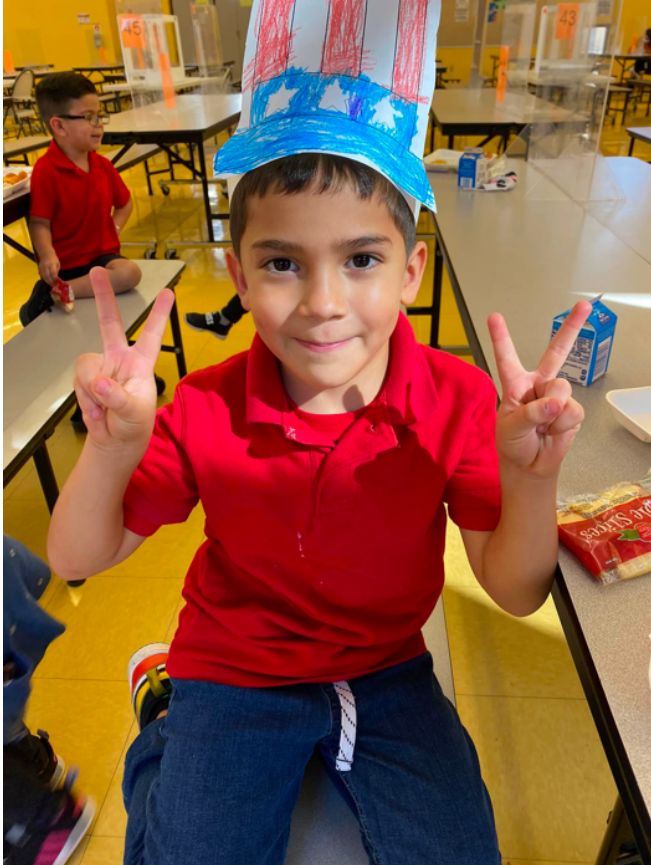
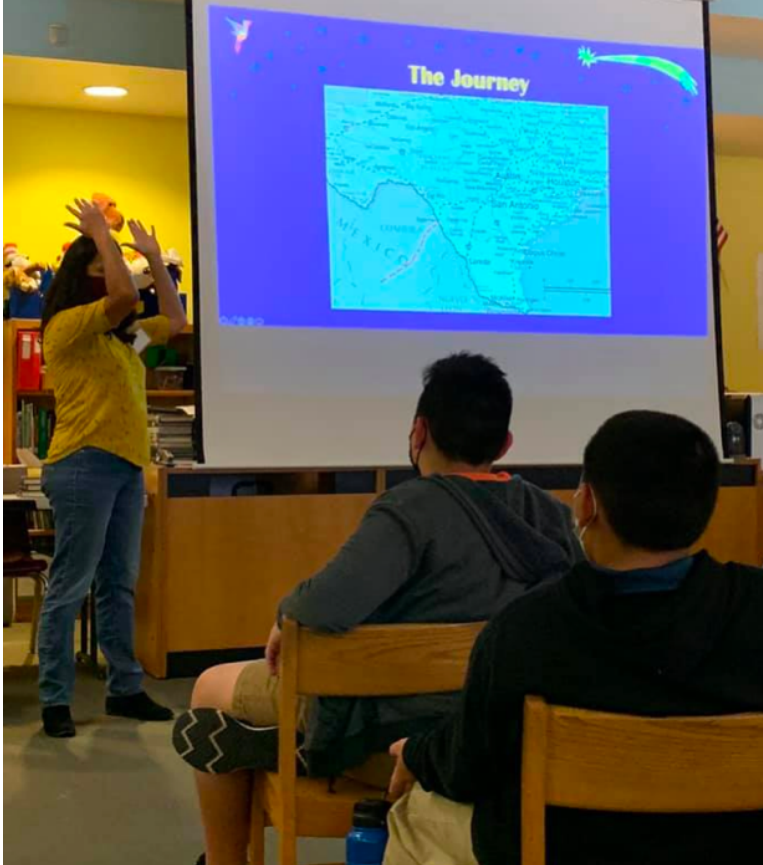
District Support

All charter and partner schools receive ongoing support from:

- **School Operations** - transportation, facilities, food services, etc.
- **Academics** - Assistant Superintendents, SPED, Bilingual, District Specialists
- **Data and Accountability** - analysis and support
- **Human Capital and Finance** - payroll, hiring, budget, etc.

In-District Charter Schools

- Ball ES
- Barkley-Ruiz ES
- Cotton Academy
- Davis MS
- Hawthorne Academy
- MLK Academy for Arts Integration
- Poe STEM Dual Language Academy
- Young Men's Leadership Academy



1882 Partnership Schools



ALAMO
COLLEGES
DISTRICT

Fox Tech HS
Travis ECHS
St. Philip's College ECHS



SÍ SE PUEDE
SCHOOLS

Ogden ES
Storm ES



Advanced Learning Academy
CAST Med HS
CAST Tech HS



Burbank HS
Briscoe ES
Fenwick Academy
Jefferson HS
Harris MS
Huppertz ES
Woodlawn Academy
Woodlawn Hills ES



Democracy Prep at Stewart



Carroll ECEC
Tynan ECEC



Bonham Academy
Graebner ES
Irving Dual Language Academy
Twain Dual Language Academy



Rodriguez Montessori ES
Steele Montessori Academy



Bowden Academy
Cameron ES
Gates ES
Lamar ES

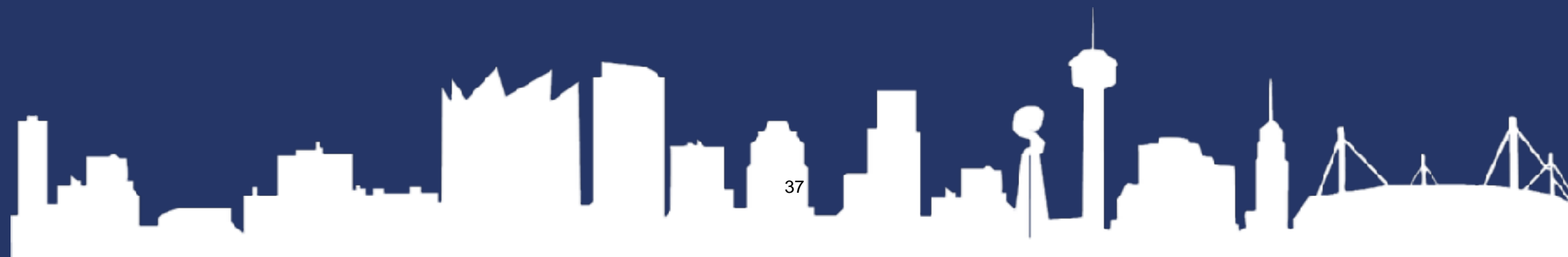


Young Women's Leadership
Academy
YWLA Primary at Page





CHARTER PERFORMANCE & ACCOUNTABILITY



Our Declaration Statement

The San Antonio ISD is an inclusive familia that is the destination for transformational learning that makes the impossible a reality by demonstrating an urgent and relentless commitment to love, nurture, and teach all our students as if they are our own so that they realize their power to shape the world.



Performance Accountability

- School performance contracts
- Annual performance reviews
- Ongoing support and monitoring
- Renewal determination at end of charter term
(typically 3 years)



Performance Contract Domains and Metrics

Domains	Metrics
Academic Excellence	<ul style="list-style-type: none">● Overall STAAR rating● Student achievement, growth, and closing the gap
Organizational Strength	<ul style="list-style-type: none">● Fidelity to charter (Self-Assessment Form)● Teacher survey (TNTP Insight)● Parent survey (Panorama)● Student attendance*● Student attrition
Financial Health	<ul style="list-style-type: none">● Campus financial compliance● Partner financial audit (1882 only)

* Attendance waived for 2021-22 due to pandemic impacts



Annual Performance Overview - All Schools

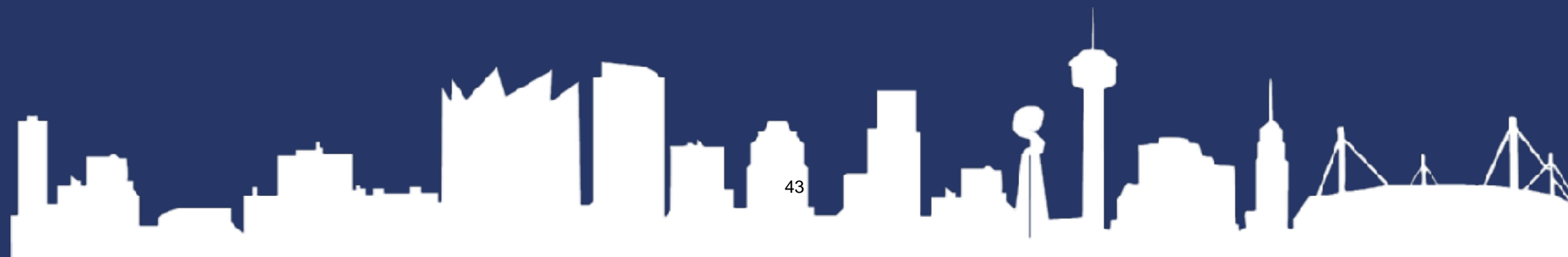
Domains	Metrics
Academic Excellence	<ul style="list-style-type: none">● 55% Met or Partially Met Goals● 21% Exceeded Goals
Organizational Strength	<ul style="list-style-type: none">● 79% Met or Partially Met Goals
Financial Health	<ul style="list-style-type: none">● 95% Met Goal

Annual Performance - Organizational Metrics

Domains	Metrics
Charter Fidelity	<ul style="list-style-type: none">● 92% Met Goal
Teacher Survey	<ul style="list-style-type: none">● 53% Exceeded District average for school category
Parent Survey	<ul style="list-style-type: none">● 61% Exceeded District average for school category
Student Attrition	<ul style="list-style-type: none">● 45% Met Goal
Student Attendance	<ul style="list-style-type: none">● Waived due to COVID <i>(no schools met goal)</i>



RENEWAL RECOMMENDATIONS



Schools Up For Renewal

This fall SAISD Board will assess renewal for these schools, based on their performance during the 2021-22 school year.

Advanced Learning Academy*

Ball Academy

Barkley-Ruiz ES

Bowden Academy*

Briscoe ES*

Burbank HS*

Carroll ECEC*

CAST Tech HS*

Davis MS

Fenwick Academy*

Gates ES*

Harris MS*

Hawthorne Academy

Huppertz ES*

Jefferson HS*

Lamar ES*

MLK Academy

Ogden ES*

DP at Stewart Academy*

Storm ES*

Tynan ECEC*

Woodlawn Academy*

Woodlawn Hills ES*

Young Women's Leadership Academy*

* Schools with an SB 1882 Partnership

Board Guardrail

Guardrail 1: Embrace Our Community

The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.



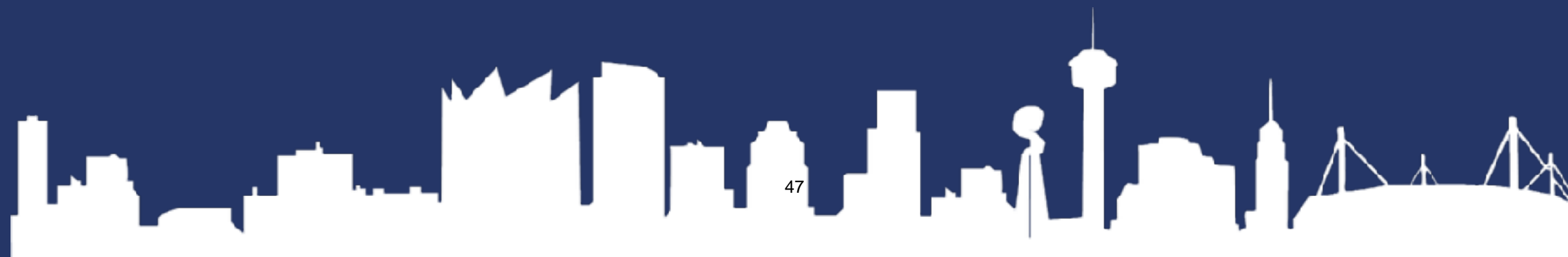
Community Engagement

- Schools hold events at least once a month, at different times of the day, in different venues
- Since September, there have been over 80 events among in-district charter schools
- Events include Principal's Coffee, Family Nights, festivals, Grandparents Day, and Community Tea, among others
- Community engagement will continue through December
 - OI survey
 - Campus hearings





RENEWAL RECOMMENDATIONS



Renewal Process

September - October

- Office of Innovation met with each school leader and partner to review the embargoed preliminary recommendations
- Schools organized engagement of staff and families on being a charter and the renewal process coming up
- Schools had an opportunity to submit a formal response to the recommendation

November

- Office of Innovation will develop and administer a survey to all families and staff at a charter school up for renewal
- Office of Innovation will coordinate public hearings at the campus for any school recommended for probation or revocation

December

- Results of the parent and staff survey will be presented
- Office of Innovation will seek Board approval for renewal recommendations

Renewal Recommendations by SB 1882 Partner



- ALA: 4-Year Renewal
- CAST Tech HS: 4-Year Renewal



- Briscoe ES: 5-Year Renewal
- Harris MS: 5-Year Renewal
- Jefferson HS: 4-Year Renewal
- Burbank HS: 4-Year Renewal
- Fenwick Academy: 4-Year Renewal
- Huppertz ES: 3-Year Probation
- Woodlawn Academy: 3-Year Probation
- Woodlawn Hills: 3-Year Probation



- DP at Stewart: 4-Year Renewal



- Carroll ECEC: Revocation
- Tynan ECEC: Revocation



- Young Women's Leadership Academy: 4-Year Renewal



- Bowden Academy: 4-Year Renewal
- Gates ES: 4-Year Renewal
- Lamar ES: 4-Year Renewal



- Ogden ES: 5-Year Renewal
- Storm ES: 4-Year Renewal

Non-1882

- Ball ES: 4-Year Renewal
- Barkley-Ruiz ES: Revocation*
- ML King Academy: Revocation
- Davis MS: Revocation
- Hawthorne Academy: Revocation*

* School qualified for probation, but did not apply for renewal.



Renewal Recommended

The following schools are recommended for renewal and may continue their charter for the recommended term (four or five years), as indicated in the renewal recommendation framework in the Renewal Guide.



- Advanced Learning Academy
- CAST Tech HS



- Ogden ES
- Storm ES



- Bowden Academy
- Gates ES
- Lamar ES



- Young Women's Leadership Academy



- Briscoe ES
- Burbank HS
- Fenwick Academy
- Harris MS
- Jefferson HS



- Democracy Prep at Stewart Academy

Non-1882

- Ball ES





in partnership with



Recommendation:

Renewal

Domain	2021-2022	Renewal Term
Academic	Meets	<ul style="list-style-type: none"> • 4 Years: SY23–24 through SY26–27 • Data assessed after three years • Renewal in the Fall of 2026
Organizational	Meets	
Financial	Meets	





Recommendation:

Renewal

Domain	2021-2022	Renewal Term
Academic	Meets	<ul style="list-style-type: none"> • 4 Years: SY23–24 through SY26–27 • Data assessed after three years • Renewal in the Fall of 2026
Organizational	Partially Meets	
Financial	Meets	



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Recommendation:

Renewal

Domain	2021-2022	Renewal Term
Academic	Meets	<ul style="list-style-type: none"> • 4 Years: SY23–24 through SY26–27 • Data assessed after three years • Renewal in the Fall of 2026
Organizational	Partially Meets	
Financial	Meets	





in partnership with



Recommendation:

Renewal

Domain

2021-2022

Renewal Term

Academic

Meets

Organizational

Partially Meets

Financial

Meets

- 4 Years: SY23–24 through SY26–27
- Data assessed after three years
- Renewal in the Fall of 2026



in partnership with



Recommendation:

Renewal

Domain

2021-2022

Renewal Term

Academic

Meets

Organizational

Partially Meets

Financial

Meets

- 4 Years: SY23–24 through SY26–27
- Data assessed after three years
- Renewal in the Fall of 2026





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Recommendation:

Renewal

Domain

2021-2022

Renewal Term

Academic

Meets

Organizational

Meets

Financial

Meets

- 4 Years: SY23–24 through SY26–27
- Data assessed after three years
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Recommendation:

Renewal

Domain	2021-2022	Renewal Term
Academic	Meets	<ul style="list-style-type: none"> • 4 Years: SY23–24 through SY26–27 • Data assessed after three years • Renewal in the Fall of 2026
Organizational	Partially Meets	
Financial	Meets	





in partnership with



SCHOOL INNOVATION
COLLABORATIVE



Recommendation:

Renewal

Domain

2021-2022

Renewal Term

Academic

Meets

Organizational

Partially Meets

Financial

Meets

- 4 Years: SY23–24 through SY26–27
- Data assessed after three years
- Renewal in the Fall of 2026



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Recommendation:

Renewal

Domain

2021-2022

Renewal Term

Academic

Exceeds

Organizational

Partially Meets

Financial

Meets

- 4 Years: SY23–24 through SY26–27
- Data assessed after three years
- Renewal in the Fall of 2026



in partnership with



Recommendation:

Renewal

Domain

2021-2022

Renewal Term

Academic

Meets

Organizational

Partially Meets

Financial

Meets

- 4 Years: SY23–24 through SY26–27
- Data assessed after three years
- Renewal in the Fall of 2026



in partnership with  SÍ SE PUEDE SCHOOLS

Recommendation:

Renewal

Domain	2021-2022	Renewal Term
Academic	Meets	
Organizational	Meets	<ul style="list-style-type: none"> • 4 Years: SY23–24 through SY26–27
Financial	Meets	<ul style="list-style-type: none"> • Data assessed after three years • Renewal in the Fall of 2026



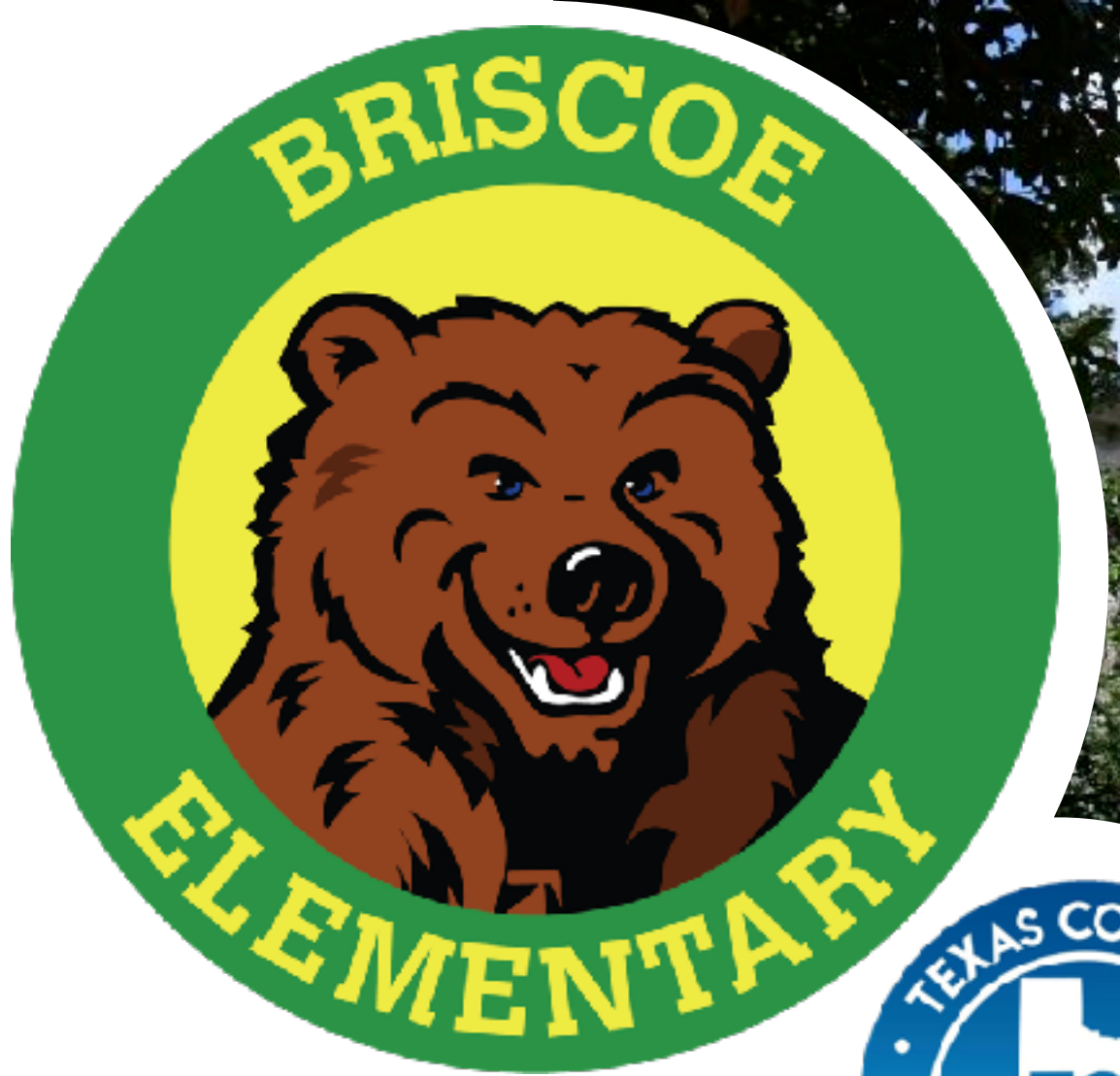
in partnership with



Recommendation:

Renewal

Domain	2021-2022	Renewal Term
Academic	Meets	<ul style="list-style-type: none"> • 4 Years: SY23–24 through SY26–27 • Data assessed after three years • Renewal in the Fall of 2026
Organizational	Partially Meets	
Financial	Meets	



in partnership with



Recommendation:

Renewal

Domain	2021-2022	Renewal Term
Academic	Exceeds	<ul style="list-style-type: none"> • 5 Years: SY23–24 through SY27–28 • Data assessed after four years • Renewal in the Fall of 2027
Organizational	Meets	
Financial	Meets	





in partnership with



Recommendation:

Renewal

Domain	2021-2022	Renewal Term
Academic	Exceeds	<ul style="list-style-type: none"> • 5 Years: SY23–24 through SY27–28 • Data assessed after four years • Renewal in the Fall of 2027
Organizational	Meets	
Financial	Meets	





in partnership with  SÍ SE PUEDE SCHOOLS

Recommendation:

Renewal

Domain	2021-2022	Renewal Term
Academic	Exceeds	<ul style="list-style-type: none"> • 5 Years: SY23–24 through SY27–28 • Data assessed after four years • Renewal in the Fall of 2027
Organizational	Meets	
Financial	Meets	

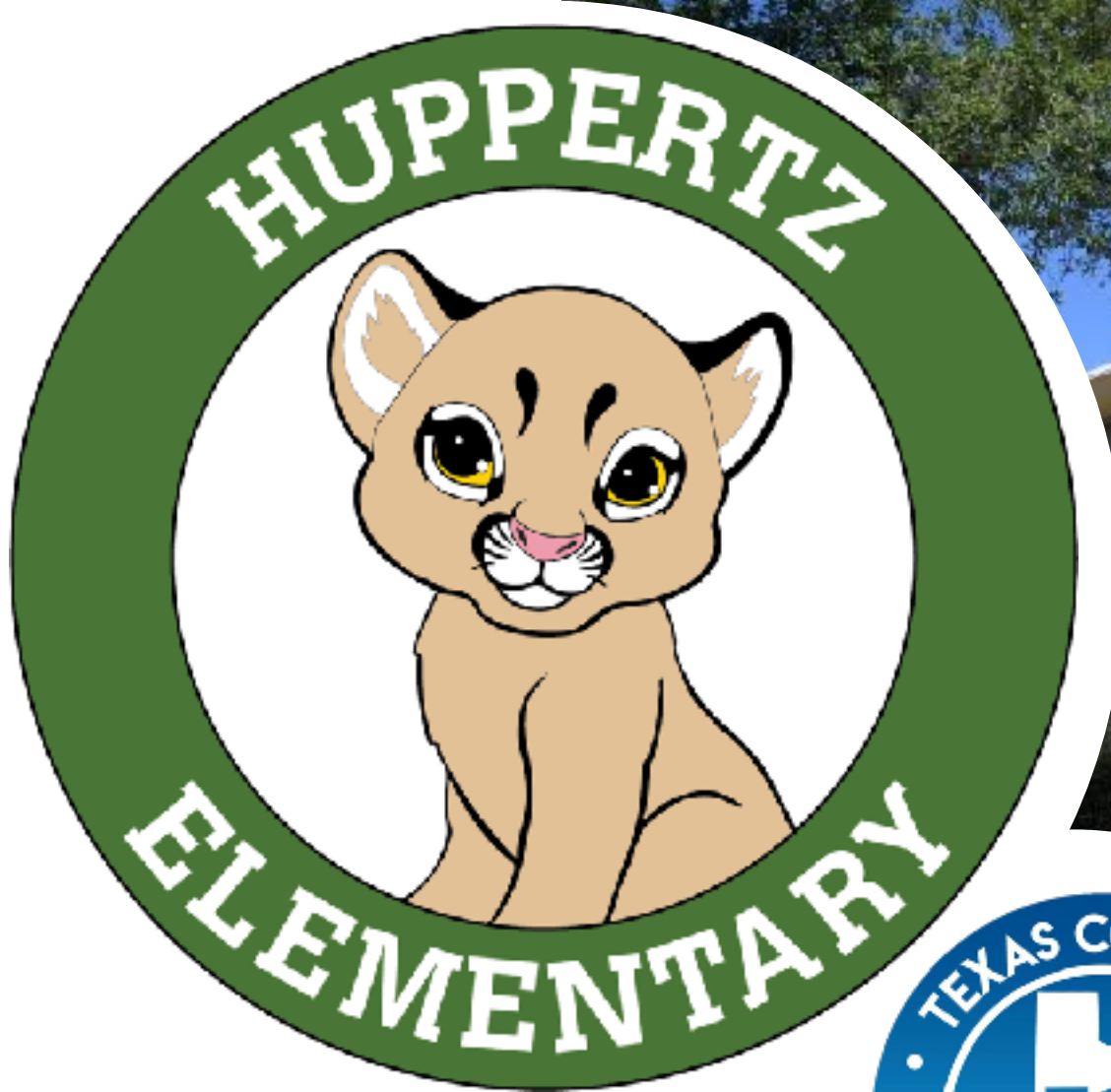


Probation Recommended

The following schools will be recommended for a probationary renewal and will continue as a charter for the specified term. They will be subject to heightened monitoring and must meet specific, communicated expectations for performance and compliance.



- Huppertz ES
- Woodlawn Academy
- Woodlawn Hills ES



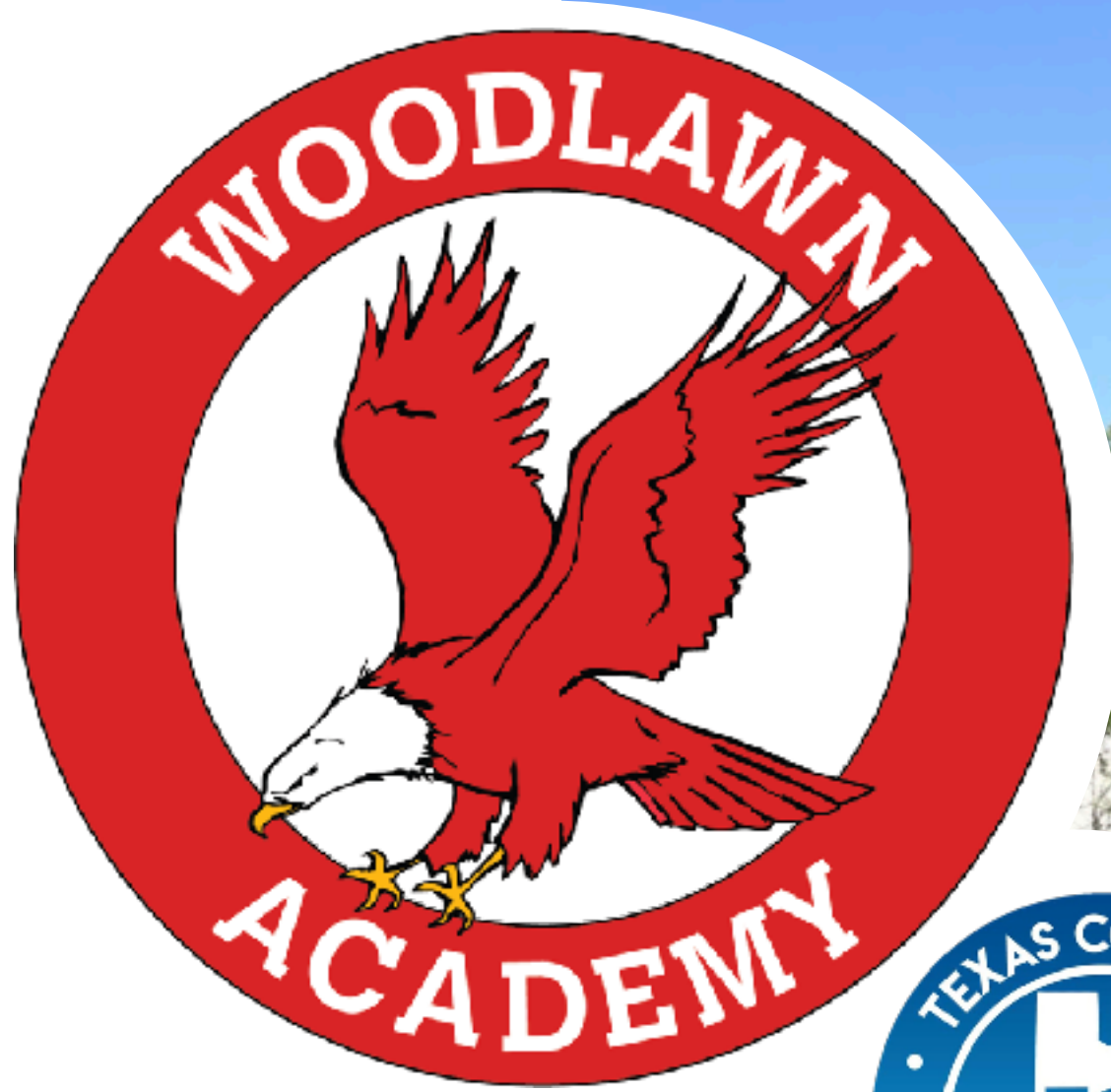
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Recommendation:

Probation

Domain	2021-2022	Probationary Renewal Term
Academic	Meets	<ul style="list-style-type: none">• 3 Years: SY23–24 through SY25–26• Data assessed after two years• Renewal in the Fall of 2025
Organizational	Does Not Meet	
Financial	Meets	





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Recommendation:

Probation

Domain	2021-2022	Probationary Renewal Term
Academic	Meets	<ul style="list-style-type: none"> • 3 Years: SY23–24 through SY25–26 • Data assessed after two years • Renewal in the Fall of 2025
Organizational	Does Not Meet	
Financial	Meets	





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Recommendation:

Probation

Domain	2021-2022	Probationary Renewal Term
Academic	Meets	<ul style="list-style-type: none"> • 3 Years: SY23–24 through SY25–26 • Data assessed after two years • Renewal in the Fall of 2025
Organizational	Does Not Meet	
Financial	Meets	



Revocation Recommended

The following schools will be recommended for revocation. If approved, they will no longer be considered a charter effective at the start of the 2023-2024 school year.



*

- Carroll ECEC
- Tynan ECEC

Non-1882

- Barkley-Ruiz ES
- Davis MS
- Hawthorne Academy
- ML King Academy

* Revocation of the charter for both schools in the HighScope partnership would allow the SAISD Board to consider terminating this partnership, effective for the 2023-24 school year.





in partnership with



Recommendation:

Revocation

Domain

2021-2022

Impact of Charter Revocation

Academic

Does Not Meet

- Return to District management

Organizational

Does Not Meet

- Removal from the partnership with HighScope

Financial

Does Not Meet

- Loss of 1882 funding (2022-23 projection: \$253,058)





in partnership with

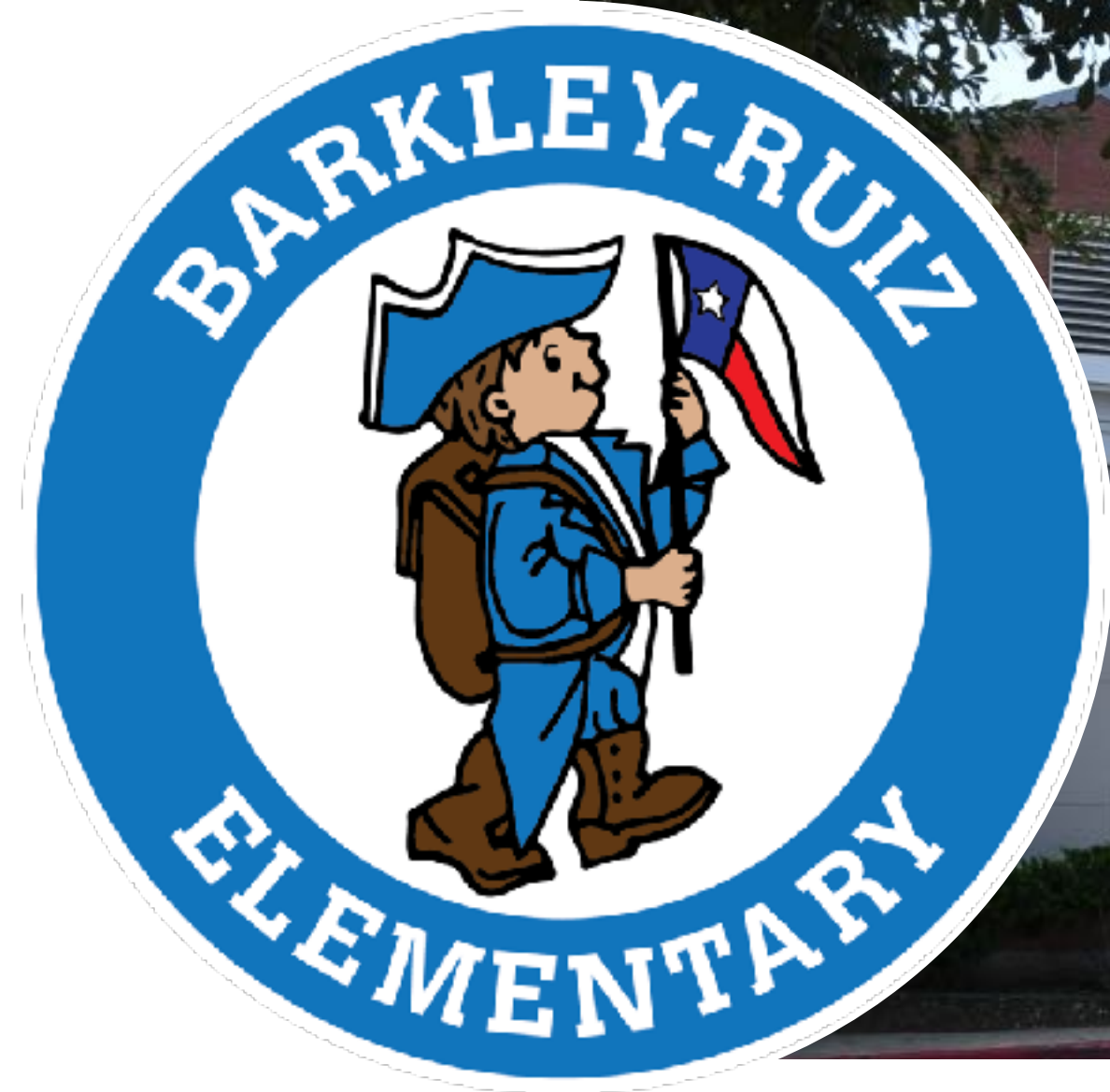


Recommendation:

Revocation

Domain	2021-2022	Impact of Charter Revocation
Academic	Does Not Meet	<ul style="list-style-type: none"> Return to District management Removal from the partnership with HighScope Loss of 1882 funding (2022-23 projection: \$66,582)
Organizational	Partially Meets	
Financial	Does Not Meet	





Recommendation:

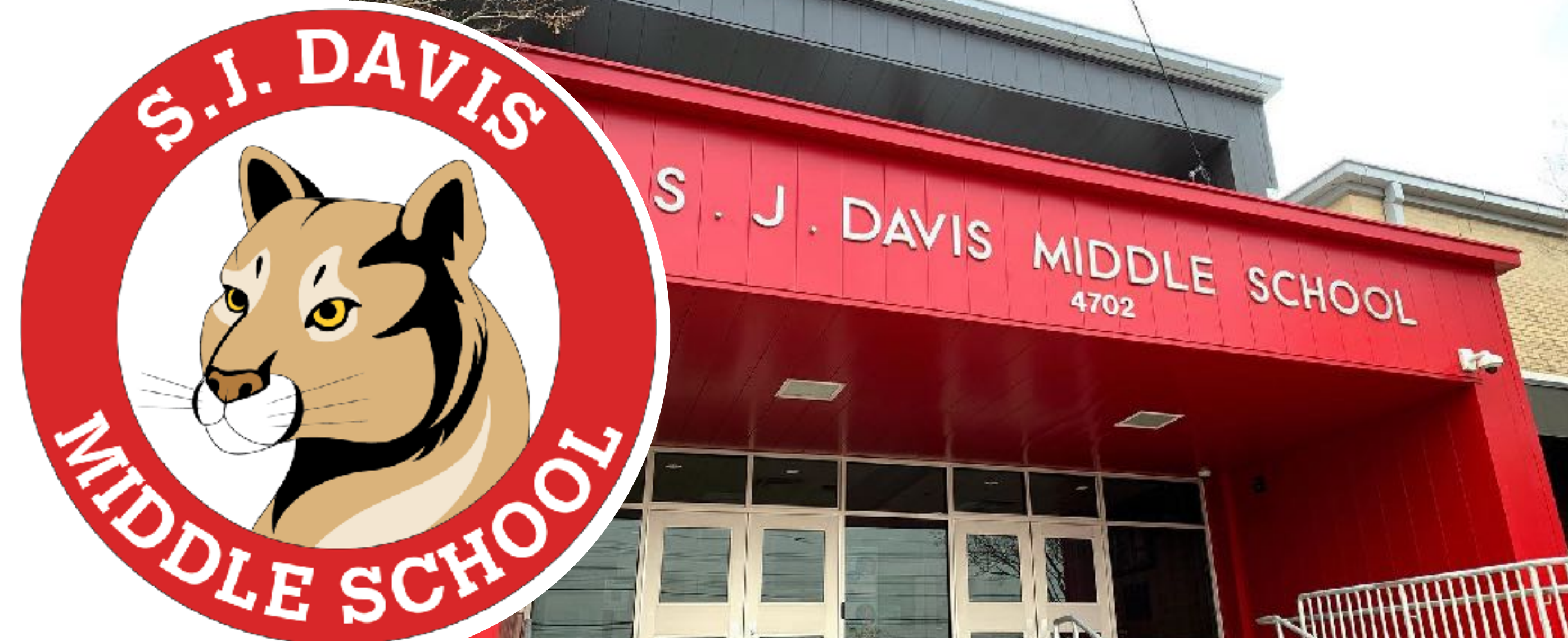
Revocation*

* School qualifies for probation based on their data, but the school did not apply for renewal, so the current recommendation is revocation.

Domain	2021-2022
Academic	Meets
Organizational	Does Not Meet
Financial	Meets

Impact of Charter Revocation

- Minimal impact
- School is already under District management and was not implementing significant school autonomy
- No loss of funding



Recommendation:

Revocation

Domain	2021-2022	Impact of Charter Revocation
Academic	Does Not Meet	<ul style="list-style-type: none"> • Minimal impact • School is already under District management and was not implementing significant school autonomy • No loss of funding
Organizational	Does Not Meet	
Financial	Meets	



Recommendation:

Revocation

Domain	2021-2022	Impact of Charter Revocation
Academic	Does Not Meet	<ul style="list-style-type: none"> Minimal impact School is already under District management and was not implementing significant school autonomy No loss of funding
Organizational	Does Not Meet	
Financial	Meets	



Recommendation:

Revocation*

* School qualifies for probation based on their data, but the school did not apply for renewal, so the current recommendation is revocation.

Domain	2021-2022
Academic	Exceeds
Organizational	Does Not Meet
Financial	Meets

- ### Impact of Charter Revocation
- Minimal impact
 - School is already under District management and was not implementing significant school autonomy
 - No loss of funding

Next Steps

Office of Innovation will administer a survey to all staff and families in a charter school up for renewal. Data will be presented in December.

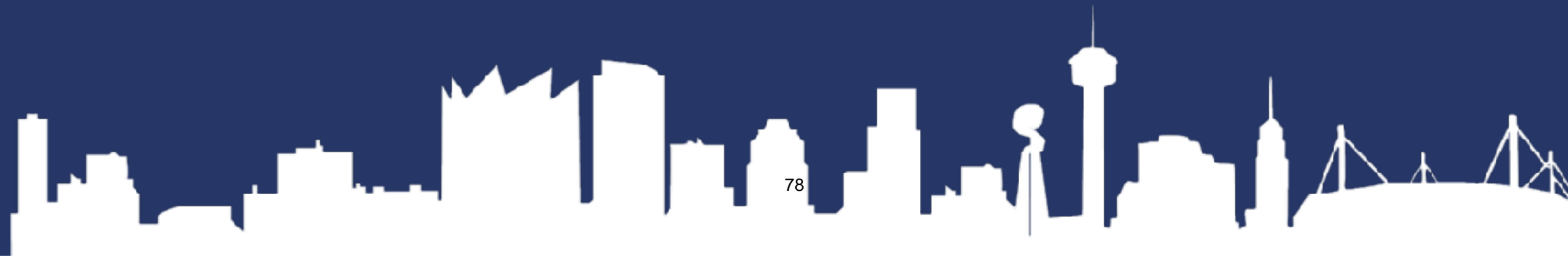
Office of Innovation will coordinate public hearings at the campus for any school recommended for probation or revocation.

The Board will be requested to vote on these recommendations at the December 13th board meeting.





QUESTIONS?



Appendix

- [SAISD In-District Charter Renewal Guide](#)
- [Annual Performance Reports](#)
- [In-District Charter Performance Contracts](#)
- [In-District Charter Renewal Applications](#)
- [Renewal Recommendation Memos](#)
- [Schools' Formal Responses to Recommendations](#)

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of District’s Annual Financial Report for Fiscal Year Ended June 30, 2022

PURPOSE: [] PRESENTATION/DISCUSSION
[X] DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTERS: Dottie Carreon
Representative from Audit Firm, Garza/Gonzalez & Associates

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to accept and approve the District’s “Annual Financial Report” for the fiscal year beginning July 1, 2021 and ending June 30, 2022. The District is required to submit this report, along with data.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve accept and approve the District’s “Annual Financial Report” for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
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- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

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- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

CERTIFICATE OF BOARD

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BEXAR

015-907

Name of School District

County

Co. Dist. No.

We, the undersigned, do hereby certify that the attached annual financial reports of the San Antonio Independent School District were reviewed and

Approved Disapproved
(check one)

the year ended June 30, 2022, at a meeting of the Board of Trustees of San Antonio Independent School District on the 7th day of November, 2022.

Christina Martinez
Board President



Arthur V. Valdez
Board Secretary



If the Board of Trustees disapproved the auditor's report, the reason(s) for disapproving it is (are) attached.



SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Report on the Council of the Great City Schools Conference

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Christina Martinez, Board President

PRESENTER: Christina Martinez

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will provide key points on the Council of the Great City Schools Conference. The 66th Annual Conference was held in Orlando, FL during October 18-23, 2022. This conference provides large urban school districts with a forum to discuss issues and share information and best practices to improve teaching and learning.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and

community.

- ☒ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



Council of the Great City Schools®
66TH ANNUAL FALL CONFERENCE
ORLANDO, FLORIDA
OCT. 19-23, 2022



REPORT ON THE COUNCIL OF THE GREAT CITY SCHOOLS (CGCS) CONFERENCE

SAISD BOARD OF TRUSTEES & SUPERINTENDENT JAIME AQUINO

Presented: November 7, 2022



CGCS KEYNOTE SPEAKERS



Kelly Gonez

Los Angeles Unified School District Board
President, CGCS Chair of the Board



Brittany Packnett

Cunningham

Social Justice Activist, Educator
& Writer



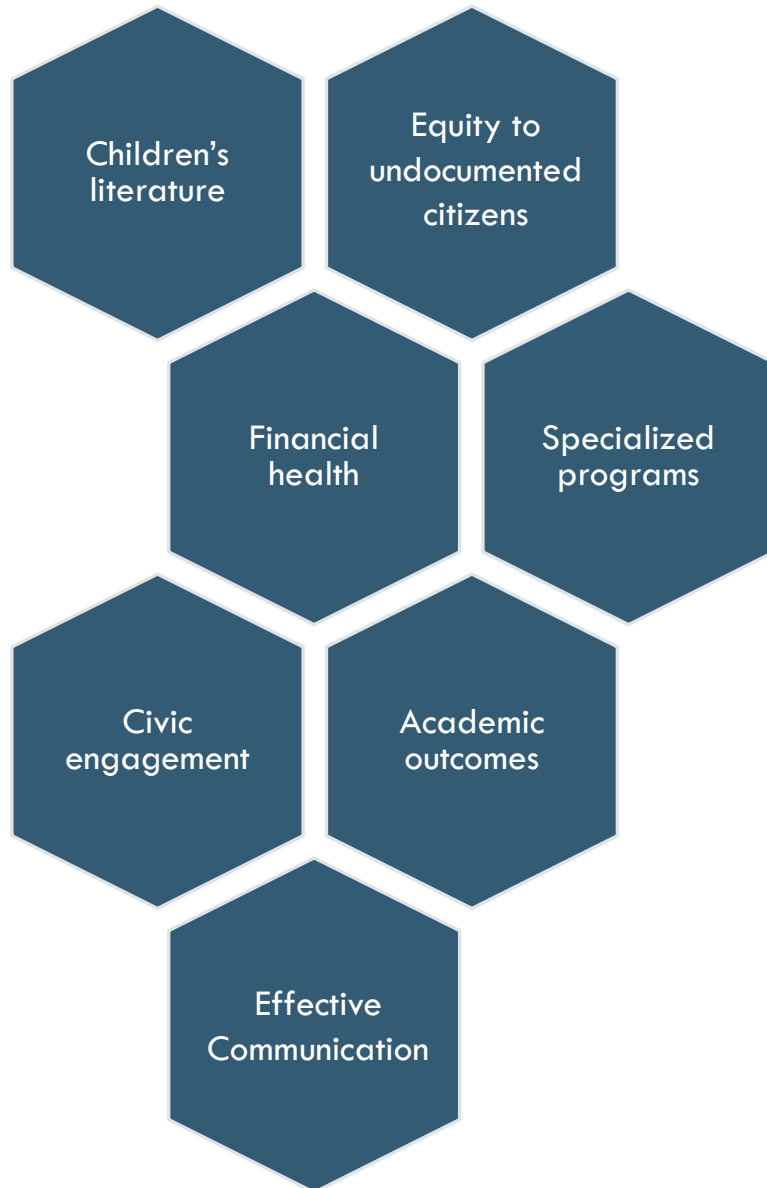
Jose Antonio Vargas

Pulitzer Prize-Winning Journalist,
Acclaimed Filmmaker & Immigration
Advocate



Dr. Sanjay Gupta

Neurosurgeon, Emmy-Award
Winning CNN Chief Medical
Correspondent



TRUSTEE REPORT OUTLINE



Struggles of highly successful undocumented individuals.



Business Continuity Action Plan for Cyber Attack.



Promoting Instructional Leadership.

KEY POINTS FROM



DR. JAIME AQUINO



Career and college preparedness.



Freshmen on Track and Freshmen Success Initiative.



Increasing civic engagement.



Designing post secondary opportunities for students with disabilities.

KEY POINTS FROM



**CHRISTINA
MARTINEZ**



Infusing equity and inclusion into urban school culture.



Effective use of multiple communication & HR and finance strategies.



Collective effort to support educational outcomes of all students.

KEY POINTS FROM



ALICIA SEBASTIAN



Value the humanity and contributions of undocumented citizens.



Expanding diversity in children's literature.



Being attentive to the call to serve.

KEY POINTS FROM



PATTI RADLE



Usage of ESSER FUNDS.



Curriculum guides incorporating diverse voices.



Supporting students with disabilities.



Restorative practices coaches.

KEY POINTS FROM



SARAH SORENSEN



Insights into the state of DACA from a keynote speaker, Jose Antonio Vargas.



Campus fundraising management systems.



Build or repair financial health for eligible staff.

KEY POINTS FROM



LETICIA OZUNA



Engaging underserved students.



STEM mobile trailers.



Strategies to transform student academic outcomes.

KEY POINTS FROM



ED GARZA

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Intruder Safety Audit Update

PURPOSE: **PRESENTATION/DISCUSSION IN CLOSED SESSION**
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Patti Salzmann

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will be provided in closed session with an update on the District Intruder Safety Audit. The Texas State Safety Center has been conducting campus audits. Across Texas, 75% of campuses will receive audits this school year. The Board will be made aware of the District Intruder Safety audits in closed session.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
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- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and

community.

- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Renaming of the Fox Tech Library

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Sarah Sorensen, Board of Trustee, District 1

PRESENTER: Becky Landa, Senior Executive Director of Educational Technology &
 Extended Learning
 Dr. Kenneth Thompson, Deputy Superintendent of Operations

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the renaming of the Fox Tech Library at the Fox Tech, CAST Tech, and Advanced Learning Academy location to The Judge Nelson and Tracy Wolff BiblioTech EDU. On November 19, 2019, the SAISD Board of Trustees approved a Development, Lease and Shared Use Agreement with Bexar County to establish the first BiblioTech EDU. The Agreement, under section XII Signage, includes a provision to mutually agree to rename the library facility. In accordance with SAISD Policy (CW LOCAL), a Renaming Committee was established to solicit District stakeholder input and recommendations for the renaming of the District facility. The members of the Renaming Committee represent the three schools’ parents, students, teachers, and principals as well as the Single-Member District Trustee.

Representation	Committee Member
Single-Member District 1 Trustee	Sarah Sorensen
Principal – Representing Fox Tech, CAST Tech and Advanced Learning Academy	Kathy Bieser, Principal, Advanced Learning Academy
Teacher – Fox Tech	Jennifer Casanova
Teacher – CAST Tech	Analisa Vasquez
Teacher – Advanced Learning Academy	Mari Alarcon
Student – Fox Tech	Ciara Brown
Student – CAST Tech	Phoebe Ayala
Student – Advanced Learning Academy	Sady Espinosa
Parent – Fox Tech	Dixie Maddox
Parent – CAST Tech	Terry Stewart
Parent – Advanced Learning Academy	Tamara Holcomb

The Renaming Committee reviewed the policy, architectural renderings, proposed signage, biographical information of the nominees, and met on October 26, 2022, for final deliberations. The committee unanimously recommended that SAISD rename the Fox Tech Library to The Judge Nelson and Tracy Wolff BiblioTech EDU and affirmed that the nominees exemplify the SAISD

Board Policy facility renaming guidelines:

- Be recognized and widely respected, regardless of political affiliation
- Embody exemplary human qualities that can serve as a model of excellence for students who will attend the District-wide or the individual facility
- Have a background of service to adults and children of the community, state, or nation

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the renaming of the Fox Tech Library to the Judge Nelson and Tracy Wolff BiblioTech EDU.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
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- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Inter Agency Affiliation Agreement (Agreement) Between SAISD and San Antonio Municipal Court Juvenile Case Manager Section**

PURPOSE: **PRESENTATION/DISCUSSION**
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Beth Jones, Asst. Superintendent, Integrated Student & Family Services

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Inter Agency Affiliation Agreement (Agreement) between SAISD and San Antonio Municipal Court Juvenile Case Manager Section. This agreement will be in effect the day after the last party signs and shall be for one year.

The goal of the San Antonio Municipal Court Juvenile Case Manager Section is to implement truancy intervention measures in compliance with HB 2398. Truancy intervention measures applied by the Juvenile Case Manager Section may include parent/child attendance forums, diversionary contracts, counseling, mediation, mentoring, teen court program, community-based services, or other services aimed at addressing the student's truancy.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Inter Agency Affiliation Agreement with San Antonio Municipal Court Juvenile Case Manager Section.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services will be provided at no cost to the District and are valued at approximately \$55,012.79.

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

Improve Social Emotional Readiness in all Students - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

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- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	SEAD & Restorative Practices
Board Meeting Date:	November 7, 2022
Agenda Title:	Approval of the Inter Agency Affiliation Agreement (Agreement) Between SAISD and San Antonio Municipal Court Juvenile Case Manager Section
Presenter:	Beth Jones, Asst. Superintendent, Integrated Student & Family Services
Cost and Funding Source:	Services will be provided at no cost to the District and are valued at approximately \$55,012.79.
If no cost to the District, what is the approximate value of goods/services being provided?	Postage for mailouts = \$1,012.80 Services from Juvenile Case Managers = \$53,999.99
This MOU addresses the following:	<input type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
24,308	0	86	0	0	0

HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The San Antonio Municipal Court has returned to allowing school districts to file truancy cases. Partnering with the San Antonio Municipal Court Juvenile Case Manager Section allows for support and preventative measures to address chronic student absenteeism prior to filing truancy cases.</p> <p>The 2021-2022 academic year reflected the following:</p> <ul style="list-style-type: none"> ▪ 24,308 students had 100% more unexcused absences (ages 6–19)
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- 602 students attended pretrial mediation with the municipal court
- 61% demonstrated an improvement in their attendance as a result

Juvenile Case Manager Information to support SAISD (January 2022–present)

- District is assigned 2 Juvenile Case Managers
- Attendance letters sent: 1,688
- Juvenile Case Managers made contact with the following number of students/families
 - Forum: 1,045
 - Contracts: 502
 - Mediation: 637

INTER AGENCY AFFILIATION AGREEMENT FOR ONSITE

JUVENILE CASE MANAGER PROGRAM

This Inter Agency Affiliation Agreement, is entered into this the ___ day of **October, 2022** by and between San Antonio Independent School District and the San Antonio Municipal Court Juvenile Case Manager section.

WHEREAS, San Antonio Independent School District provides, among other things, educational programs for the students of the District.

WHEREAS, the **Court** desires to use District facilities for the discharge of Juvenile Case Manager **section** duties as a mutual benefit to all parties. Each party recognizes the benefit to the community and is willing to provide and permit its facilities and personnel to be used for such purposes; **District acknowledges that in lieu of employing a truancy prevention facilitator or juvenile case manager the San Antonio Municipal Court Juvenile Case Manager section will implement truancy intervention measures in compliance with HB 2398. Truancy Intervention measures applied by the Juvenile Case Manager Department may include: Parent/child attendance forums, diversionary contracts, counseling, mediation, mentoring, teen court program, community-based services or other services aimed at addressing student truancy.**

NOW, THEREFORE, the parties agree as follows

Responsibilities of the District include:

- Identify, in concert with the **court**, the students **to be referred for Juvenile Case Manager engagement.**
- Prepare, in concert with the **court**, from time to time, a schedule for students specifying the hours of each day, the days of each month, and the months of each year during which the students will be receiving **case management and engagement.** In connection with the foregoing, providing such data as the **court** shall request in order for the **court** to coordinate scheduling and programming with SAISD.
- Students will adhere to the SAISD student code of conduct. SAISD will provide the Juvenile Case Managers the opportunity to acquaint students with **court** expectations for dress, participation in **court** sponsored events, meetings, **mediations** or hearings, and any applicable **court** policies and procedures.
- Provide reasonable access to Electronic Records and Database information to facilitate juvenile case management **and allow for proper data collection to be utilized for programming purposes.**
- Permit **Juvenile Case Managers** to use its facilities in connection with their on-site Juvenile Case Manager Program.

Responsibilities of SAMC include:

- Juvenile Case Managers will provide case management, including active engagement with students as defined by JCM program;
- Agree to abide by the rules and policies of the District while the court is engaged in District related activities.
- Acknowledge and understand that no employee-employer relationship exists between the court and District.
- Agree to cooperate in the defense of any claim, suit, or administrative proceeding involving the court's activity in the service of the District.
- Agree to reimburse the District for damage done to District equipment due to the sole negligence of the court, or an agreed pro-rate share of the court's negligence.
- Agree that student and District information is confidential and shall remain confidential.
- The court agrees that Juvenile Case Managers must sign and abide by the AUP agreement requiring adherence to the District's technology recourse policies.
- **Provide intervention forums, diversionary contracts, counseling, mediation, monitoring, peer court, community based services and/or any other services aimed at addressing the student's truancy in accordance with the Truancy Prevention and Intervention Grant.**

3. Scheduling The dates, time and other arrangements for the Juvenile Case Manager interaction shall be planned jointly by the District and the court, all with a view toward ensuring the proper coordination of the court's and District's needs and programming.

4. Student Care The District shall at all times remain responsible for the safety and welfare of its students and staff. Nothing herein contained shall be construed as a limitation on the responsibility of the court, with respect to providing care and safety of District students and staff.

5. Cooperation and Liaison The court and District will act in good faith, and cooperate with one another in implementing the intent and purpose of this Agreement. Further, both parties will work out the details of the administration needed to meet the needs of the Juvenile Case Manager Program. This will occur without interfering with the operations provided of the District. District and the court shall maintain adequate communication with one another, make changes that may be advisable within the terms of this Agreement and discuss any problems that may arise.

6. Term and Termination This Agreement shall commence on October 2022 and continue in effect until terminated. The court may terminate this Agreement, with or without cause, by providing the District with thirty-(30) days prior written notice of its intent to terminate. District may terminate this Agreement, with or without cause, by providing City with thirty-(30) days prior written notice of its intent to terminate.

7. Indemnification

- District shall indemnify and hold harmless the court, its officers, directors, agents, employees, and staff, from and against any and all claims, liabilities, damages, losses, costs and expenses whatsoever (including expenses and reasonable attorneys' fees in connection with the defense, compromise and/or payment of any of the foregoing) arising out of or resulting from any act or omission on the part of the District, its agents, employees or Students to the extent allowable

under Texas law.

- **Court** shall indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, costs and expenses whatsoever (including expenses and attorney's fees in connection with the defense, compromise and/or payment of any of the foregoing) arising out of or resulting from any act or omission on the part of City, its officers, agents or employees to the extent allowable under Texas law.

8. Notices Any notices contemplated under this Agreement shall be effective when personally delivered or when received through certified mail, return receipt requested, posted to the addresses listed below, unless other addresses have been designated by written notice.

9. Counterparts This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together constitute but one instrument.

10. Assignment Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party.

11. Relationship of Parties City and District are independent parties. Nothing herein contained shall constitute or be construed as constituting either party as the partner or agent of the other party.

12. Non-Exclusive Agreement This Agreement should not be construed as an exclusive contract and the parties, at their option may enter into other affiliation agreements.

13. Waiver The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same different provision.

14. Severability In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.

15. No Third-Party Beneficiary Nothing contained herein is intended to grant or confer any right, power or benefit, upon any third-party beneficiary, including, but not limited to, any employee, staff of court, or student of District.

16. Choice of Law This Agreement will be governed by and constructed in accordance with the law of the State of Texas and venue shall be Bexar District, Texas.

IN WITNESS WHEREOF, City, and District have executed this Agreement through their duly authorized representatives.

DISTRICT:

CITY:

Signature

Signature

Printed Name

Printed Name

Superintendent

Title

Date of Signature:

Date of Signature:

Address

Address

City, State and Zip Code

City, State and Zip Code

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and River City Federal Credit Union

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Johnny Vahalik, Assistant Superintendent, College, Career and Military Readiness

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and River City FCU to support the Edison High School P-TECH School of Business program as an industry partner. Industry partnerships are a requirement of the P-TECH model and an integral part of providing advisory functions, mentorships, internships, and other work-based learning activities.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the MOU with River City FCU as an industry partner with our P-TECH School of Business program at Edison High School.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services will be provided at no cost to the District and are valued at approximately \$10,000.

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
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BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	College, Career, and Military Readiness
Board Meeting Date:	November 7, 2022
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and River City Federal Credit Union
Presenter:	Dr. Johnny Vahalik, Asst. Supt. for College, Career, and Military Readiness
Cost and Funding Source:	Services will be provided to the District at no cost and are valued at approximately \$10,000
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
~120	3	1	N/A	N/A	N/A

HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Edison High School-School of Business P-TECH will welcome their second cohort of freshmen students this 2022-23 SY. P-TECH programming offers the opportunity to attain industry certifications, Level I Certificates of Completion, Associate of Arts, and Associate of Applied Science degrees. At Edison P-TECH School of Business, students can choose programs of study in Accounting Technology and Business, earning post-secondary credentials through their partnership with San Antonio College. The partnership with River City FCU will provide industry-based knowledge within various areas of the workforce-related content area. They will also assist in mentor programs, work-based training, and serve on advisory boards for these business specific programs.</p>
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**MEMORANDUM OF
UNDERSTANDING**

BETWEEN
River City FCU

AND
**SAN ANTONIO INDEPENDENT SCHOOL
DISTRICT**

River City Federal Credit Union (RCFCU) and San Antonio Independent School District (“SAISD”) on behalf of Edison High School (“P-TECH”) enter into this Memorandum of Understanding (“MOU”) to develop a partnership to develop and implement a P-TECH program for 9th through 14th grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

This MOU intends to define the roles and responsibilities of a strong partnership between business and industry partners and SAISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

Mutual Understanding

RCFCU and SAISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and
- Work in partnership to establish additional partners to support the P-TECH program.

RCFCU agrees to partner or support the program in the following

checked items:

Cannot Support: Will Support:

Activity

_____	__RCFCU__	Provide an industry/business partner liaison with decision-making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design; Element #2b);
_____	__RCFCU__	Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);

Cannot Support: Will Support:

Activity

_____	__RCFCU__	Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 3: Strategic Alliances);
_____	__RCFCU__	Provide when applicable access to business and industry partners and work-based learning facilities, services, and resources (virtual and/or physical) (Benchmark 3: Strategic Alliances);
_____	__RCFCU__	Assist in establishing an advisory board which meets regularly and includes representatives from a variety of stakeholders such as; school board, community, economic development partners, relevant industry subject matter experts for program pathways, and IHE to provide support and guidance to the P-TECH in resource acquisition, curriculum development, work-based learning, and student/community outreach to ensure a successful academic and career pipeline (Benchmark 3: Strategic Alliances);
_____	__RCFCU__	Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our expertise and to the best of our knowledge (Benchmark 4: Curriculum, Instruction, and Assessment);
_____	__RCFCU__	Assist in recruiting and screening employees that will mentor students;
_____	__RCFCU__	Provide opportunities when applicable to teachers to receive training like externships or other events (Benchmark 1: School Design; Element # 6).
_____	__RCFCU__	Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 3: Strategic Alliances);
_____	__RCFCU__	Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element # 3b);
_____	__RCFCU__	Participate in advisory and leadership team meetings that will meet regularly (in person and/or virtually) with school district staff, campus staff, other industry partners, chamber

Cannot Support: Will Support:

Activity

_____	_____	of commerce, non- profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);
_____	__RCFCU__	Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners (Benchmark 3: Strategic Alliances);
_____	__RCFCU__	Assist in developing a career mentoring program (Benchmark 3: Strategic Alliances);
_____	__RCFCU__	Support when applicable for students’ activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 3: Strategic Alliances);
_____	__RCFCU__	Provide a student who receives work-based training or education from the partner under the P-TECH program the opportunity to interview for any jobs for which the student is qualified that are available on the student’s completion of the program (Benchmark 3: Strategic Alliances);
__RCFCU__	_____	Assist in recruiting additional business and industry partners to support the P-TECH program;

SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program;
- Designate a building level leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; Element 2a);
- Coordinate with business and industry partners to establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction, and Assessment);
- Coordinate with San Antonio College and business and industry partners to ensure curriculum alignment between high school, post-secondary and industry experience requirements;
- Establish a procedure or manner in the school for students to receive mentoring services;
- Ensure business, and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;
- When applicable will secure reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in

the program to prevent theft of such equipment and materials, but, in any event, SAISD will not be liable to for the theft of or damage to any such equipment or materials;

- Will provide for such student transportation as may be required to and from the college as required under State law, and for any P-TECH field trips, each pursuant to applicable SAISD rules and procedures;
- Provide for all student meals as required by state and federal law and SAISD rules and procedures. P- TECH students may purchase food from college foodservice facilities when on the College campus;
- Designate an adult sponsor to oversee the operation of mentoring as a whole. This sponsor must either be a school employee or someone authorized by the school to have access to students and facilities of the school;
- Designate a school leader to provide course path and program monitoring;
- Will coordinate with college and industry partners to develop an implementation plan and annual operating budget.

RCFCU will not collect the personal information of students but may receive student contact information (e.g., e-mail addresses) as a consequence of communicating with students about and during the students' participation in the program.

Volunteers/staff shall complete the volunteer application and background check every calendar year following SAISD procedures. Volunteer its services & resources to the District in support of the P-TECH program. The services & resources provided by **RCFCU** for the District are at no cost to the District. None of the company's employees nor anyone acting on behalf of the company ("actors") in the administration of its services to the District under the MOU shall be employed by the District nor considered a borrowed servant or borrowed employee of the District, with the District exerting no control over the actors.

This MOU is subject to, and **RCFCU** will comply with, SAISD's Board Policies, regulations, and administrative procedures. It is the responsibility of the **RCFCU** to ensure **RCFCU** employees adhere to SAISD's Policies. **RCFCU** agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

Neither SAISD nor **RCFCU** will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts, or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive the termination or expiration of the MOU.

RCFCU will indemnify, defend (at SAISD's option), and hold SAISD (including SAISD's current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of **RCFCU**'s employees in the performance under the MOU. "Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict

liability standard. This provision will not be deemed to limit the rights of SAISD or RCFCU against any third party, which may be liable for an indemnified claim. This provision will survive the termination or expiration of the MOU.

In performing under the MOU, neither RCFCU nor SAISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion, or disability.

RCFCU and SAISD will retain and provide each other access to all records related to this MOU. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive the termination or expiration of the MOU.

By entering and performing under this MOU, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability, or defenses to which it is entitled under the law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive the termination or expiration of the MOU.

RCFCU shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at an SAISD school or wherever SAISD students are present. If RCFCU receives information that a covered employee has a reported disqualifying criminal history, RCFCU will immediately remove the covered employee from performing under the MOU and notify the SAISD of such removal in writing within three calendar days. If the SAISD objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, RCFCU agrees to discontinue using that covered employee to provide services under the MOU.

The term of this MOU is from the time the MOU has been fully executed by both parties to end on June 30, 2025. The parties agree to review these terms at the conclusion of the noted school year.

TERMINATION

This MOU may be terminated by either of the parties upon giving of (60) days' notice of termination to the other party at the addresses below:

For RCFCU : River City Federal Credit Union
Marcella Dalmau, Chief Marketing Officer &
Cynthia Gutierrez, Business Development Officer
610 Augusta St,
San Antonio, TX, 78215

For SAISD: San Antonio Independent School
District ATTN: Johnny Vahalik
514 W. Quincy Street
San Antonio, TX 78212

The individuals executing the MOU on behalf of RCFCU and SAISD acknowledge that they are duly authorized to execute this MOU. All parties hereby acknowledge that they have read and understood this MOU and the attachments and/or exhibits hereto. This MOU shall not become effective until executed by each party. Also, the parties

acknowledge that they will perform their respective duties under this MOU only after it is fully executed.

I have read and agree to the terms and conditions outlined above.

**SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT**

Name (Print): Dr. Jaime Aquino,
Superintendent

Signature: _____

Date: _____

River City FCU

Name (Print): Marcella Dalmau

Signature: Marcella Dalmau

Date: 9/23/2022

Name: Johnny Vahalik, Senior Executive Director

Signature: _____

Date: _____

Phone Number: (210) 554-2610

E-mail Address: jvahalik1@saisd.net

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of General Contractor for the 2020 Bond Renovations at CAST Med High School

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Kenneth Thompson, Deputy Superintendent of Operations

PRESENTER: Kamal Elhabr, Interim Senior Executive Director for Construction & Development Services

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve staff's recommendation to award RFCSP#22-040(RC) the 2020 Bond Renovations at CAST Med High School to LMC Corporation.

SAISD Board Policy CV (LOCAL) delegates to the Superintendent or designee the authority to determine the appropriate project delivery and contract award method for construction that provides the best value to the District. Competitive Sealed Proposal (CSP) was the procurement method for this project. SAISD Construction Services has developed a plan to complete the 2020 Bond renovations at CAST Med High School using this procurement method.

RFCSP#22-040(RC) was advertised Friday, September 16, 2022 and Monday, September 19, 2022. SAISD received two responses from qualified firms. A Committee of four SAISD staff members evaluated the responses. The Evaluation Committee met October 14, 2022 to combine scores and rank the qualified firms. Further clarification on the pricing breakdown and value engineering options was requested. Negotiated pricing was accepted by SAISD for final contract amount. Based on Committee's recommendation, LMC Corporation was listed for final selection.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the recommended proposal for the 2020 Bond Renovations at CAST Med High School to LMC Corporation and authorize the designee to execute all associated contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through Bond 2020 Funds: 661-81-6629-00-028-99-M10

<u>LMC Corporation</u>	
Base Bid	\$ 6,656,185.00
Owner Contingency	\$ 250,000.00
Total Award	\$ 6,906,185.00

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

PROJECT NAME: CAST Med High School - 2020 Bond Renovations

		Contractor #1	Contractor #2
Cat.	Description	CGC General Contractors	LMC Corporation
	BID TABULATION:		
	PROPOSAL BID	\$ 7,995,000.00	\$ 7,244,094.86
	BASE BID	\$ 7,581,000.00	\$ 6,810,094.86
	ADD Contingency	\$ 285,000.00	\$ 285,000.00
	Add Roof Repair Allowance	\$ 25,000.00	\$ 25,000.00
	Add Gyp Repair Allowance	\$ 10,000.00	\$ 10,000.00
	Add Small Auditorium Ceilings	\$ 18,000.00	\$ 18,000.00
	Add Acoustical Wall Panel Allowance	\$ 19,000.00	\$ 19,000.00
	Add Lighting Allowance - Small Auditorium	\$ 32,000.00	\$ 32,000.00
	Add Exterior Concrete Allowance	\$ 20,000.00 <i>(Not included in bid)</i>	\$ 20,000.00
	Add Security System / Access Control - NOTE: To Be Done as a Separate Package	\$ 25,000.00	\$ 25,000.00
	TOTAL ALLOWANCES	\$ 414,000.00	\$ 434,000.00
	ACCEPTED BASE BID	\$ 7,581,000.00	\$ 6,810,094.86
	BID CLARIFICATION - BREAKDOWN		
	REVISED CONTRACTOR ALLOWANCE	\$ -	\$ 100,000.00
	NEGOTIATED BID REDUCTION	\$ -	\$ (253,909.86)
	REVISED SUBTOTAL	\$ 7,581,000.00	\$ 6,656,185.00
	VALUE ENGINEERING OPTIONS		
ITEM 1)	Main Plaza Renovation- Removal of Concrete & Striping work from front of building	\$ (28,436.00)	\$ -
ITEM 2)	Deduct Casings- Casings included due to sand show in geotech. Any casing required will be a change order to the contract,	\$ (70,400.00)	\$ -

ITEM 3)	Reduce Crane for Concrete from 60 to 45 Days- Crane for hoisting equipment & pier cages		\$	(119,211.00)	\$	-
ITEM 4)	Change Cabling Subcontractor to JLA in lieu of Tero		\$	(10,000.00)	\$	-
ITEM 5)	Reduce Crane for Steel Erection to 10 in lieu of 15 days		\$	(37,320.00)	\$	-
ITEM 6)	No Metal Roofing Repair at Entry- Remove repair of metal roofing at entry from scope of work		\$	(48,785.00)	\$	-
ITEM 7)	Rebar Scope overlap- Additional scope overlap on concrete		\$	(72,687.00)	\$	-
ITEM 8)	Reduce Landscape Repair 50%		\$	(17,000.00)	\$	-
ITEM 9)	Reduce Fee		\$	(95,000.00)	\$	-
ITEM 10)	Utilize Daikin Equipment with Distech Controls in lieu of Trane Equipment & JCI Controls: Specifications state Daikin and Distech are acceptable. Mechanical Engineer to verify compabitibility of Distech with existing onsite control		\$	(25,880.00)	\$	-
ITEM 11)	HVAC BIM Coordination		\$	(15,000.00)	\$	-
			\$	7,111,681.00	\$	6,656,185.00
	Alternate 1 provide and install movable partitions at locations indicated in plan.	Not Accepted	\$	175,000.00	\$	262,132.24
	Alternate 2 provide and install learning stair as indicated in details and specifications	Not Accepted	\$	37,000.00	\$	35,569.93
	Alternate 3 work in Small Auditorium B107 shall be enhanced to include upgraded wall finishes.	Not Accepted	\$	211,200.00	\$	340,600.00
	Alternate 4 new 4"X6' LED overhead lighting surface mounted on canopy joist attached as needed, with associated controls, conduits, boxes, and circuitry shall be provided and installed at south canopy..	Not Accepted	\$	13,900.00	\$	33,546.05
	Alternate 5 public corridor finishes will be upgraded to LVT in lieu of sealed concrete	Not Accepted	\$	43,500.00	\$	92,954.72
	Alternate 6 classroom and laboratory finishes will be upgraded to VCT in lieu of sealed concrete.	Not Accepted	\$	19,700.00	\$	62,704.74

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Temporary Portables for the Bond 2020 Project at Edison High School

PURPOSE: [] PRESENTATION/DISCUSSION
[X] DISCUSSION/ACTION

REQUESTED BY: Dr. Kenneth Thompson, Deputy Superintendent of Operations

PRESENTER: Kamal Elhabr, Interim Senior Executive Director for Construction & Development Services

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve temporary portables for the Bond 2020 project at Edison High School. This includes the initial setup for swing space to start demo of construction in support of the major renovations for Bond 2020. The request went out on Buy board for competitive bid and received one quote from DHMSA Construction, LLC.

The quote includes delivery and set up for (3) 24'x64' temporary portables for a time frame of 19 months. Set up includes skirting, ramps, decks, fire alarms, power, and data. The amount of this quote will be \$279,631.58.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the proposal for the Bond 2020 project at Edison High School to DHMSA Construction, LLC and authorize the designee to execute all associated contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through Bond 2020 funds: 661-81-6299-08-003-99-M-30
DHMSA Construction, LLC: Total: \$279,631.58

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

- ☒ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☒ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- ☒ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



Procurement Services
 Operations Services Division | San Antonio ISD
 1270 W. Summit Ave. , Suite #1004 | San Antonio, Texas 78201
 (I-10 West Access Road between Fredericksburg Rd. & Hildebrand Ave.)
 210.354.9060 | eFax 210.228.3174

PROJECT TITLE: Temporary Portables at Edison High School
 CAMPUS NAME and ADDRESS: Thomas Edison HS 701 Santa Monica St SA TX

Company Name: DHMSA Construction, LLC
 Point of Contact Name: Eli Garza
 Cell# 210 602-7541
 Email: office@dhmsa.com

Quote Number:
 Quote Date: 9/26/2022

Name of Purchasing Co-Op Agreement: BuyBoard #637-21
 District Bid / Contract No:
 Expiration Date:

Bidder agrees to provide San Antonio Independent School District (SAISD) all labor, delivery, storage, and installation necessary to aperform the turnkey minor general construction. San Antonio Independent School District reserves the right to award to multiple vendors as primary and secondary, or on an all or none basis. Be advised that basis of award may be either Low Bid or Determined Best Value to the District (as determined by SAISD selection). Proposals shall include the cost of Bonds & Insurance. Proposals which are \$25,000.00 or more require a Payment Bond and proposals which equal \$100,000.00 or more require a Performance Bond. PRICES MUST INCLUDE ALL REQUIRED APPLICABLE PAYMENT / PERFORMANCE BONDS AND INSURANCE COVERAGE. SAISD does not pay for Cooperative Agreement fees.

- There will not be a site visit. Please refer to the attached drawings.
- All questions are to be e-mailed to Rosalie Cavazos, rcavazos@saisd.net by Noon, Thursday, September 29, 2022.
- Addendum will be issued on Tuesday, October 4, 2022 by 3:00 pm.
- All Proposals are to be emailed to Rosalie Cavazos, rcavazos@saisd.net no later than 2:00 pm, Thursday, October 6, 2022.
- Schedule: Substantial Completion must be achieved no later than Date: July, 2024.

YOU MUST SUBMIT THIS FORM WITH YOUR PROPOSAL OR RISK DISQUALIFICATION NOTE:

- 1) REFER TO ALL NOTES, STANDARDS, ETC. PER PLANS.
- 2) LOCATION AND ELEVATION OF IMPROVEMENTS SHALL BE CONFIRMED BY FIELD MEASUREMENTS
- 3) CONFIRM WITH EARLY CHILDHOOD AREAS TO BE REMOVED BEFORE REMOVAL
- 4) CONTRACTOR TO IRRIGATE GRASS UNTIL ESTABLISHED
- 5) CONTRACTOR IS RESPONSIBLE TO REMOVE OFF-SITE ALL DEBRIS CAUSED BY THE CONTRACTOR BEFORE JOB COMPLETION
- 6) CONTRACTOR IS NOT TO USE THE CAMPUS DUMPSTER FOR DISPOSAL
- 7) INCORRECT INVOICES WILL BE REJECTED AND MAY DELAY YOUR PAYMENTS
- 8) ANY DAMAGE TO EXISTING ELEMENTS CAUSED BY THE CONTRACTOR ARE TO BE REPAIRED AT THE CONTRACTORS EXPENSE
- 9) CONTRACTOR IS TO OBTAIN ANY REQUIRED PERMITS
- 10) CONTRACTOR TO CONFIRM LOCATION OF ALL UTILITIES BEFORE ANY EXCAVATION

Base Proposal: The Offeror agrees to execute all work described in the drawings, specifications, and other contract documents, including addendum/addenda, for the sum (Offeror must include "allowances" set forth in the specifications, drawings, contract documents, addendum/addenda) entered below for each of the project collectively, as follows:

Two Hundred Seventy-four Thousand Six Hundred Thirty-one and 58/100 (Amount in Words)	/	\$	274,631.58 (Amount in Figures)
ADD FIVE THOUSAND CONTINGENCY (ENTER CONTINGENCY AMOUNT FOR PROJECT)	/		ADD \$5,000.00 CONTINGENCY
Two Hundred Seventy-nine Thousand Six Hundred Thirty-one and 58/100 (Amount in Words - GRAND TOTAL)	/	\$	279,631.58 (Amount in Figures)

Item	Description	Labor/Material	NOTES
01	General Conditions	\$	
02	Bond (payment / performance)	4,894.36	No plumbing
03	Modular System Lease 3x (24-X 64) B65	8,144.61	Performance Bond Not applicable if under \$100,000
04	Modular System Delivery	No Bid	19 Months. Jan 2023 - July 2024
05	Modular System Set	No Bid	
06	Modular System Skirting	\$	
07	Modular System Aluminum Decks & Ramps Lease 3x	10,657.50	
09	Modular System Aluminum Ramps - Cost included in Decks	26,906.25	
08	Modular System Canopys	Included in deck systems	
10	Install and wire Fire Alarms	No Bid	
11	Install and Wire PA System	44,735.48	
12	Install and wire CCTV	31,200.42	
13	Install and wire burglar alarm	Included in fire alarm systems	
14	Install Electrical pole & wire Portables with Power	\$	
15	Install and wire IT Fiber Data	107,478.00	Any damage to existing utilities due to pole installation is excluded
16	Owner Contingency	\$	GRP scanning and Xray scanning are excluded
	GRAND TOTAL	\$	No landscaping or irrigation
		279,631.58	

The Offeror agrees to have the project (including any accepted alternates) substantially complete by: July, 2024.

Name of Company or Institution (Offeror): DHMSA Construction, LLC

Printed Name: Gator Dodson

Signature: [Signature]

Title: President

Date: 10/6/2022

Address: P.O. Box 240339

(Street)

San Antonio

(City)

Bexar

(County)

Texas

(State)

78224

(Zip Code)

C13-C, QUOTE COMPARISON - GOODS AND/OR SERVICES

Requestor Name: _____
 Submission Date: _____

Department Name: _____
 Description of Good/Service: _____

			Company		Company		Company	
Provider Name:								
Sales Representative/Contact:								
Phone:								
Quote Date:								
Other Information: (Bid, Contract, Cooperative)								
Description	Qty	Unit Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total
Total:								
Recommended Provider (✓):								

*Additional information for pricing may be attached to this form.

Basis of Award (Check One):

Lowest Price Proposal

Best Value (Please provide descriptive Vendor selection justification below i.e. additional services, free

delivery, etc.)

Department Head/Principal Signature:

Signature

Date

Authorized Purchasing Agent Signature:

Signature

Date

NOTE: This form is required to compare pricing for purchases valued under \$10,000 from a minimum of **one (1)** "Bid Vendors", if available, and **two (2)** "Bid Vendors" for purchases between \$10,000-\$49,999 or **three (3)** bids from "Non-Bid Vendors" if no contract is available. For a list of Board Approved contracts, click here <https://livesaisd.sharepoint.com/sites/purchasing/Awarded%20Memos>.

Please attach Company quotes on current letterhead with this form. Ref. SAISD Admin Procedure C-13.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Dismantling and Removing Nine (9) Portables for the Bond 2016 Project at Lanier High School

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Kenneth Thompson, Deputy Superintendent of Operations

PRESENTER: Kamal Elhabr, Interim Senior Executive Director for Construction & Development Services

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve Mobile Modular Management Corporation, return quotation for Change Order #1 in the amount of \$215,102.00 to remove nine (9) portables at Lanier High School to Mobile Modular Management Corporation. The original board item for installation of these portables were approved on January 14, 2019, for the duration of (32 months) for the installation of 16 classrooms and one portable restroom building as swing space during construction.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the recommended request for Change Order #1 to Mobile Modular Management Corporation in the amount of \$215,102.00.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through Bond 2016 Funds
 652-81-6269-08-008-99-0-00
 Mobile Modular Management Corporation: \$215,102.00

Base Bid	195,102.00
Contingency	20,000.00
Total Award	215,102.00

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30%

in August 2027.

- ☒ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☒ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- ☒ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



Mobile Modular Management Corporation
 4445 E Sam Houston Parkway South
 Pasadena TX, 77505-3912
 (281) 487-9222 Fax: (281) 487-1289
www.mobilemodular.com

Return Quotation

Return Quotation #: 30408348
 Contract: 230032419
 Date of Quote: 10/10/2022
 Date Return Requested: 10/31/2022

Customer & Site Information		Mobile Modular Contact
Customer Information: Contact: Arturo Najera Phone: (210) 865-7681 Fax:	Site Information: San Antonio ISD 1514 w cesar e chavez San Antonio, TX 78207 Contact: Arturo Najera Phone: (210) 865-7681 Fax: Email: Cell:	Questions? Please Contact: Imelda Bermudez imelda.bermudez@mmmc-rents.com Phone: (281) 487-9222 Fax: (281) 487-1289
Customer PO/Reference: 229274		

Product Information			
Item & Description	Qty	Charge Each	Extended Total
Classroom, 24x64 TX (Item1073)			
#Cleaning Fee, Building	2	\$450.00	\$900.00
Additional Labor, Return Transport	2	\$1,945.00	\$3,890.00
Demo/Dispose Firelanes, Sidewalks	1	\$22,000.00	\$22,000.00
Demo/Dispose Ramps/Decks/Awnings	1	\$16,353.00	\$16,353.00
Electrical: Remove/Dispose All Eletrical Components	1	\$27,888.00	\$27,888.00
Perimeter Fencing/Firelane Gate Demo/Dispose	1	\$4,941.00	\$4,941.00
PLumbing: Remove/Dispose Return to Pre Construction	1	\$13,775.00	\$13,775.00
Prepare Equipment For Removal (A5) CS	1	\$5,000.00	\$5,000.00
Removal, Skirting, Metal-OPTIONAL	176	\$4.00	\$704.00
Return Haulage 12 wide	2	\$1,300.00	\$2,600.00
		Building Total	\$98,051.00
Classroom, 24x64 TX (Item1073)			
#Cleaning Fee, Building	2	\$450.00	\$900.00
Additional Labor, Return Transport	2	\$1,945.00	\$3,890.00
Prepare Equipment For Removal (A5) CS	1	\$5,000.00	\$5,000.00
Removal, Skirting, Metal-OPTIONAL	176	\$4.00	\$704.00
Return Haulage 12 wide	2	\$1,300.00	\$2,600.00
		Building Total	\$13,094.00
Classroom, 24x64 TX (Item1073)			
#Cleaning Fee, Building	2	\$450.00	\$900.00
Additional Labor, Return Transport	2	\$1,945.00	\$3,890.00
Prepare Equipment For Removal (A5) CS	1	\$5,000.00	\$5,000.00
Removal, Skirting, Metal-OPTIONAL	176	\$4.00	\$704.00
Return Haulage 12 wide	2	\$1,300.00	\$2,600.00
		Building Total	\$13,094.00
Classroom, 24x64 TX (Item1073)			
#Cleaning Fee, Building	2	\$450.00	\$900.00
Additional Labor, Return Transport	2	\$1,945.00	\$3,890.00
Prepare Equipment For Removal (A5) CS	1	\$5,000.00	\$5,000.00
Removal, Skirting, Metal-OPTIONAL	176	\$4.00	\$704.00
Return Haulage 12 wide	2	\$1,300.00	\$2,600.00
		Building Total	\$13,094.00
Classroom, 24x64 TX (Item1073)			
#Cleaning Fee, Building	2	\$450.00	\$900.00
Additional Labor, Return Transport	2	\$1,945.00	\$3,890.00
Prepare Equipment For Removal (A5) CS	1	\$5,000.00	\$5,000.00
Removal, Skirting, Metal-OPTIONAL	176	\$4.00	\$704.00
Return Haulage 12 wide	2	\$1,300.00	\$2,600.00



Mobile Modular Management Corporation
 4445 E Sam Houston Parkway South
 Pasadena TX, 77505-3912
 (281) 487-9222 Fax: (281) 487-1289
www.mobilemodular.com

Return Quotation

Return Quotation #: 30408348
 Contract: 230032419
 Date of Quote: 10/10/2022
 Date Return Requested: 10/31/2022

	Building Total	
Classroom, 24x64 TX (Item1073)		\$13,094.00
#Cleaning Fee, Building	2	\$450.00
Additional Labor, Return Transport	2	\$1,945.00
Prepare Equipment For Removal (A5) CS	1	\$5,000.00
Removal, Skirting, Metal-OPTIONAL	176	\$4.00
Return Haulage 12 wide	2	\$1,300.00
	Building Total	\$13,094.00
Restroom, 12x44 TX (NonStd)		
#Cleaning Fee, Building	1	\$450.00
Additional Labor, Return Transport	1	\$1,945.00
Prepare Equipment For Removal (A3)	1	\$1,250.00
Removal, Skirting, Wood (Dispose)	112	\$4.00
Return Haulage 12 wide	1	\$1,300.00
	Building Total	\$5,393.00
Classroom, 24x64 TX (Item1073)		
#Cleaning Fee, Building	2	\$450.00
Additional Labor, Return Transport	2	\$1,945.00
Prepare Equipment For Removal (A5) CS	1	\$5,000.00
Removal, Skirting, Metal-OPTIONAL	176	\$4.00
Return Haulage 12 wide	2	\$1,300.00
	Building Total	\$13,094.00
Classroom, 24x64 TX (Item1073)		
#Cleaning Fee, Building	2	\$450.00
Additional Labor, Return Transport	2	\$1,945.00
Prepare Equipment For Removal (A5) CS	1	\$5,000.00
Removal, Skirting, Metal-OPTIONAL	176	\$4.00
Return Haulage 12 wide	2	\$1,300.00
	Building Total	\$13,094.00
Estimated Total:		\$195,102.00

E-Code Verification

Please verify that these are the e-codes to be returned: 748480,748481 / 748336,748337 / 745319,745320 / 748071,748072 / 746701,746702 / 753198,753199 / 753290 / 748482,748483 / 746705,746706

Special Notes

Special Terms & Important Contractual Information

- Estimated Total does not include rent due.
- Quote is valid for 30 days.
- Quote does not include any charges that may be appropriate for an un-level or obstructed site.
- Unless otherwise noted, customer is responsible for the removal of any electrical connections, phone lines, plumbing, furniture, sprinklers, decking, or extra labor due to site conditions.
- Additional costs for permits, pilot cars, etc. are the responsibility of the customer.
- Applicable taxes will be charged using the actual tax rate at the time of return.
- Upon return of the Equipment (including without limitation buildings, containers, stairs, ramps, or otherwise Lessor-owned Equipment), an inspection of the Equipment will be performed by Lessor. Lessee will be responsible for all costs associated with damages (beyond normal wear and tear), or missing items (such as keys, plumbing trees, etc.) and will be billed accordingly.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



Mobile Modular Management Corporation
 4445 E Sam Houston Parkway South
 Pasadena TX, 77505-3912
 (281) 487-9222 Fax: (281) 487-1289
www.mobilemodular.com

Return Quotation

Return Quotation #: 30408348
 Contract: 230032419
 Date of Quote: 10/10/2022
 Date Return Requested: 10/31/2022

If you would like to proceed with this quote, please sign the authorization and return to Mobile Modular.

Authorization

The signature below indicates understanding of and agreement to the terms and charges listed above. We understand this is the best estimate available at this time and that additional charges may be incurred based on site conditions and other circumstances.

Company: San Antonio ISD

Print Name: Signature:

Title: Date:

Please contact Mobile Modular if there is a change to the schedule date.



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 11th day of January in the year 2019
(In words, indicate day, month and year.)

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

San Antonio Independent School District
141 Lavaca Street
San Antonio, Texas 78210-1095
Phone Number: (210)554-2200

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

Mobile Modular Management Corporation
4445 E. Sam Houston Parkway South
Pasadena, Texas 77505-3912
Phone Number: (281)487-9222

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

Installation of the Associated Utilities for the Modular Classroom Buildings
at Lanier High School

Lanier High School
1514 W. Cesar E. Chavez Blvd.
San Antonio, Texas 78207

Buyboard Contract#556-18
Board Approved January 14, 2019

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

N/A

The Owner and Contractor agree as follows.

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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(Paragraphs deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

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.

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.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 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 achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: March 1, 2019

§ 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
-----------------	-----------------------------

§ 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.

§ 3.4 The Contractor agrees that the damages that will be suffered by Owner as a result of untimely completion are difficult to estimate or otherwise ascertain with certainty. Therefore, Contractor agrees to pay to Owner as liquidated damages, and not as a penalty or forfeiture, the sum of One Thousand dollars (\$1,000.00), or as otherwise negotiated in advance with Owner, for each calendar day that Substantial Completion is delayed after the date specified above, subject to the provisions in Section 8.2.1.1 of AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by Owner.

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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 Seven Hundred Eighty-Three Thousand Fifty Seven Dollars and No Cents (\$ 783,057.00), subject to additions and deductions as provided in the Contract Documents.

One Time Charges	\$711,870.00
Contingency	\$ 71,187.00
Total	\$783,057.00

§ 4.2 Alternates

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

Item	Price
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
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
N/A	

§ 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.)*

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

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, or as follows:

§ 5.1.3 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 Owner approval of the Certificate for Payment from the Architect, unless otherwise provided in the Contract Documents. *(Federal, state or local laws may require payment within a certain period of time.)*

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§ 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 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;
- .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.

§ 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; 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 may 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.)

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.)

§ 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.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial 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.)

§ 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.

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§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment 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:

§ 5.3 Interest

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.)

%

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1

(Paragraphs deleted)

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

§ 6.1.1 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.)

§ 6.2

(Paragraphs deleted)

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 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.

(Paragraphs deleted)

§ 7.2 The Owner's representative:

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

Kedrick Wright, Director for Planning & Construction
San Antonio Independent School District
1702 N. Alamo Street, Suite 307
San Antonio, Texas 78215
Phone Number: (210)554-2420

§ 7.3 The Contractor's representative:

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

Ashley Puerto, Education Sales Specialist
Mobile Modular Management Corporation
4445 E. Sam Houston Parkway South

Int.

Pasadena, Texas 77505-3912
Phone Number: (281)487-9222

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

§ 7.5 Insurance and Bonds

§ 7.5.1 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.

§ 7.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 7.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, 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.)

§ 7.7 Other provisions:

The Contractor shall provide a full-time Project Manager and a full-time Construction Superintendent for the Project.

§ 7.8 Contractor hereby warrants and represents to Owner that:

1. Contractor is skilled and experienced in the construction of the type described herein.
2. Contractor has visited the job site and is satisfied as to the condition of the property, available labor supply, available materials and supplies, and all matters that could in reasonable probability affect the performance of the work.

§ 7.9 The enforceability or illegality of any particular clause in this Contract shall not affect any other provision of this Contract.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

.3 Drawings

Number	Title	Date
--------	-------	------

.4 Specifications

Section	Title	Date	Pages
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.5 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 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	Pages
00309	Criminal History Background Searches	04
00800	Labor and Wage Standards	08

.7 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.)

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


OWNER (Signature)

Pedro Martinez Superintendent
(Printed name and title)
(Paragraphs deleted)


CONTRACTOR (Signature)

Ashley Puerto Education Sales Specialist
(Printed name and title)

Paul Crabtree Director Central Region

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AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Installation of the Associated Utilities at Lanier High School

BuyBoard Contract#556-18
Board Approved January 14, 2019

THE OWNER:

(Name, legal status and address)

San Antonio Independent School District
141 Lavaca Street
San Antonio, Texas 78210-1095
Phone Number: (210)554-2200

THE ARCHITECT:

(Name, legal status and address)

N/A

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions, including this AIA Document A201-2017, as modified by Owner), Drawings, Specifications, individual project purchase orders executed by Owner and Contractor, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

Throughout the General Conditions to the Contract, the term "Contractor" shall mean "Contractor". Owner may employ its own consultants to assist it in managing various of its obligations and/or to perform certain functions under this Agreement in addition to the Architect. Such consultant is referred to herein as Construction Manager/Program Administrator, or "CM/PA".

The Contract Documents including the individual purchase orders executed by Owner and Contractor, form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification. The Contract Documents shall not be construed to create a contractual relationship:

- (1) between the Architect or the Architect's consultants and the Contractor,
- (2) between the Owner and a Subcontractor or a Sub-subcontractor,
- (3) between any persons or entities other than the Owner and the Contractor; or
- (4) between the Construction Manager/Program Administrator and the Contractor.

The Construction Manager/Program Administrator and/or Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all labor, parts, supplies, skill, supervision, transportation, services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. Include any modifications that may be issued.

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§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by a design professional and its consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

(Paragraphs deleted)

§ 1.1.8 Alternate

A variation in the Work for which the Owner requires a price separate from the Base Price. If the alternate is accepted by Owner, the variation will become a part of the Contract and the Base Price will be adjusted in the amount quoted.

§ 1.1.9 Day

A calendar day unless otherwise specified.

§ 1.1.10 Provide

Furnish, install and complete, in place and ready for operation and use.

§ 1.1.11 Commissioning

That process necessary to place the Project in full service with all systems and components in proper operating order, fully functional for their intended purposes and properly adjusted.

§ 1.1.12 CONSTRUCTION MANAGER/PROGRAM ADMINISTRATOR

The Owner may use Construction Manager/Program Administrator to carry out some of the functions of administration of the Owner's construction program. Should Owner not use a Construction Manager/Program Administrator, then references to Construction Manager/Program Administrator in the General Conditions shall be deemed as references to Owner. The Contractor, Architect, and Construction Manager/Program Administrator (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Construction Manager/Program Administrator, including the use of the Construction Manager/Program Administrator, may be changed by Owner during the Project. Any such changes shall not provide the basis for a Claim for additional time or compensation by the Contractor.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The most recently issued document takes precedence over previously issued forms of the same document. Figures given on Drawings govern scale management, and large scale details govern smaller scale Drawings. If an item is shown one place in the Drawings, but not another, or called for in a schedule or the specifications but not shown on the Drawings, or shown on the Drawings but not in a schedule, it is to be included. Existing conditions take precedence over Drawings and Specifications for dimensions and shall be verified by the Contractor. The order of precedence is as follows with the highest authority listed first:

- A. The Agreement;
- B. Individual Purchase Order;
- C. Addenda;
- D. General Conditions;
- E. Specifications; and
- F. Drawings

§ 1.2.1.2 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and standards, codes, ordinances applicable to the trade work performed by or through the Contractor, the Contractor shall:

- .1 provide the better quality or greater quantity of Work; or

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- 2 comply with the more stringent requirement, either or both in accordance with the Architect's interpretation.

The terms and conditions of this Section 1.2.1.2, however, shall not relieve the Contractor of any of the obligations set forth in Section 3.2 and 3.7, and this provision shall not be considered to be more important than Section 1.2.1.1.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. No allowance shall be subsequently made on behalf of the Contractor on account of an error on his part or his negligence or failure to acquaint himself with the conditions of the Site.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Optional Materials, Equipment and Processes. Contractor may submit for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions must be made in writing within thirty (30) days of the Notice to Proceed and should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal or better than the requirements of the Contract Documents. The Architect shall review proposed substitutions within a reasonable time. Contractor shall bear the risk of any delay in performance caused by submitting substitutions. The Owner may approve substitutions only when the substitution is clearly proven by the Contractor to be equal in performance characteristics to the requirements of the Contract Documents, equally compatible with existing installations and complimentary to the architectural design for the Work.

Specification organization and Drawing arrangement shall not make the Architect an arbiter to establish subcontract limits. The Architect assumes no responsibility, either direct or implied, for omissions or duplications by the Contractor or by his Subcontractors due to real or alleged error in the arrangement of Drawings or Specifications

§ 1.2.5 Product and Reference Standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for proper functioning shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required and no edition is specified by the Contract Documents, the current edition at the time of Contract execution shall apply whether or not the proper edition was set out in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except:

- .1 they do not supersede more stringent standards set out in the Contract Documents, and
- .2 any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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§ 1.5.2 Any discrepancy or conflict within the Drawings and Specifications and any discrepancy between the Drawings and Specifications shall be brought to the attention of the Architect, whose interpretation shall be final and shall not be cause for claims for additional costs. Discrepancies or conflicts not brought to the Architect's attention prior to submitting proposals for the Project will be deemed to have been proposed in the more costly manner or more difficult manner and the better quality or greater quantity of the Work shall be provided by the Contractor in accordance with Architect's interpretation.

§ 1.5.3 The Owner requires that the Contractor shall use and/or respond to certain Owner-furnished forms during the course of the Project. These forms, as presently constituted, are available for viewing and copying in the San Antonio Independent School District Construction Services office. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a Claim for additional time or compensation by the Contractor.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service 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.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner's Representative" used herein shall be the Superintendent of Schools of the San Antonio Independent School District or any person designated in writing by the Superintendent.

§ 2.1.2 The presence of the Owner, Construction Manager/Program Administrator or Architect at the Project site does not imply acceptance or approval of the Work.

§ 2.1.3 The Owner, being a public body under the laws of the State of Texas, must have funds in the full amount of the Contract on hand prior to award and execution of the Contract. Furthermore, no Contract exists between the Owner and the Contractor until the Contract is approved by a majority of the Board of Education of the Owner in open session at a duly held Board meeting, and the Contract is signed by Owner's authorized representative.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due;

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or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.2.5 Copies of the Drawings and Project Manuals returned by unsuccessful bidders will be furnished, free of charge "as is" to the Contractor. Contractor's use of returned bidding materials will be at its sole risk. The Contractor will be furnished as many additional copies as it may require, at its sole cost and expense unless otherwise stated in the Contract Documents.

At the time of award of the Contract, the Contractor will be furnished, free of charge, up to twenty-five (25) complete sets of Drawings and Project Manuals. Additional sets of the Drawings or Project Manuals will be furnished to the Contractor at the request and expense of the Contractor, to be paid by the Contractor at the time such Drawings or Project Manuals are provided to the Contractor. Upon completion of the project, all Documents used on the project, with the exception of those noted in Article 1.3 of the General Conditions of the Contract for Construction shall be returned to the Architect, unless otherwise directed.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 If requested to do so by the Contractor, Owner shall furnish a survey describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor may rely on the accuracy of the survey produced by the Owner, unless reasonable inspection of the site would disclose variances between the site conditions and those shown on Owner's survey. The survey shall not relieve Contractor from its obligations to examine the site.

§ 2.3.5 Information or services reasonably necessary for the Work and under the Owner's control shall be furnished by the Owner with reasonable promptness where requested in writing by the Contractor. Under normal circumstances, fourteen (14) days will be considered a reasonable time for Owner's response unless there is a critical need for an earlier response and that need was addressed by the Contractor in its request. In any instance where information or services from the Owner, Construction Manager/Program Administrator or Architect is required, Contractor shall promptly notify in writing the Architect, with copy to the Owner and Construction Manager/Program Administrator, of the particular need. Absent such notification, any Claim based upon lack of such information or services shall be

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§ 2.3.6 Copies of the Drawings and Project Manuals returned by unsuccessful bidders will be furnished, free of charge "as is" to the Contractor. Contractor's use of returned bidding materials will be at its sole risk. The Contractor will be furnished as many additional copies as it may require, at its sole cost and expense unless otherwise stated in the Contract Documents.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5.2 After the Work is completed the Owner may make emergency repairs to the Work if necessary to prevent further damage, or if the Contractor does not promptly respond to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for this cost if the reason for the repairs is defects in Contractor's Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

The Owner may undertake or award other Contracts for additional work and may install equipment and furniture in the building or on the grounds, and the Contractor shall fully cooperate with such other Contractors and the Owner's employees and carefully fit his own work to such additional work as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by the Owner's employees.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor shall at all times be an independent contractor, not an employee or agent of the Owner, and the relationship of the parties hereunder shall in no event be construed as constituting any other relationship.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by, made known to, or which reasonably should have been discovered by the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized, or reasonably should have recognized, such error, inconsistency or omission and failed to report it to the Architect.

The Contractor shall take field measurements and verify field conditions including topographic information and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.2.5 The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

- .1 the location, condition, layout and nature of the Project site and surrounding areas;
- .2 generally prevailing climatic conditions,
- .3 anticipated labor supply and costs;
- .4 availability and cost of materials, tools and equipment; and
- .5 other similar issues.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

The Contractor shall assign a superintendent or foreman who shall make decisions in behalf of the Contractor and his subcontractors. He shall be on the project, in this capacity, at all times while work on the project is in progress.

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§ 3.3.2 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. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect to the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status described herein.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall execute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction management and practice for construction of projects similar to the Project, using qualified, careful and efficient workers and in conformity with the provisions of this Contract and the other Contract Documents.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 The Contractor agrees to pay and require subcontractors to pay all workers employed on the project in accordance with the requirements of the LABOR AND WAGE STANDARDS, attached hereto as Attachment A.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, unless such maintenance is Contractor's responsibility, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranties set out in this Section are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or implied under applicable law.

Neither the Owner's or Architect's inspection nor failure to inspect shall relieve the Contractor of any obligation hereunder. If any Work fails to conform to the Contract Documents, the Contractor shall promptly replace and remedy the same at the Contractor's expense. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law.

§ 3.5.2 Prior to final payment, Contractor shall furnish any manufacturer warranties required by the Contract Documents. Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty on each P.O. and/or

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phase will expire. Contractor shall provide a copy of such schedules to Owner. Prior to termination of the warranty period and upon request by the Owner, Contractor shall accompany Owner on re-inspections of the Work in the Project and Contractor shall be responsible for correcting any warranty items that are observed or reported during the warranty period. Contractor shall prosecute such warranty work without interruption until accepted by Owner, even though such work should extend beyond the warranty period. Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.5.3 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

1. an affidavit from the manufacturer certifying that the item is in conformance with the applicable standard, or
2. an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standard, or
3. such further reasonable proof as is required by the Architect.

§ 3.5.4 The warranties of Contractor provided in Section 3.5.1 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are required by law when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 San Antonio Independent School District stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and as such is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with current rulings of the Texas State Comptroller.

The Owner, as a tax-exempt organization, is not required to pay state sales tax. The materials to be used in the Work will be exempt from the limited sales, excise and use tax imposed by Chapter 151 of the Texas Tax Code. In this regard, the Contractor shall obtain an exemption certificate from the local office of the State Comptroller of Public Accounts.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1

The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, and for complying with all applicable Federal, State, and Local Laws, Codes and Regulations, in connection with the prosecution of the work. The cost of licenses and permits shall be paid by the Contractor except in those cases where the Owner is exempt for the payment of fees. The Contractor shall pay all permits, fees and licenses including certificates and inspection fees, which are charged by, payable to or which are required by authorities having jurisdiction.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and

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furnish its surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3

If the Contractor observes that portions of the Contract Documents are at variance with applicable law, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than five (5) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Owner shall pay directly to the City of San Antonio those fees presently called "acreage fees" to the water and sewage departments. Contractor shall ascertain amounts and advise Architect. Water meter charges shall be paid by the Contractor.

§ 3.7.7 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision or revising of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required. Installation of temporary and permanent utilities required for the Work, whether the Work is new construction or rehabilitation of an existing facility are the responsibility of the Contractor. Payment for temporary and/or permanent utility service monthly billings shall be the responsibility of the Owner.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum for a Purchase Order, all allowances, if any, stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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§ 3.8.3 Materials and equipment under an allowance shall be selected in a reasonable period of time by the Owner to avoid delays in the Work (provided that if a decision is needed to avoid delay, Contractor shall notify Architect in writing sufficiently in advance of the needed date to allow reasonable time for selections to be made).

Where appropriate, applicable AIA Forms shall be utilized to document expenditures from allowances. For contingency allowances, a Contingency Allowance Directive form shall be utilized. When directives are to be paid from a contingency allowance identified in the Contract Documents, the Contractor's costs for supervising overhead and profit shall be deemed to be included in the Contract Sum, and not in the contingency allowance.

§ 3.8.4 Notwithstanding the fact that the Contractor is entitled to no allowance for combined overhead and profit for directives to be paid out of a contingency allowance, if and when the Owner has submitted to the Contractor fifteen (15) approved directives to be paid out of a contingency allowance, the Contractor shall thereafter be entitled to payment of a \$100.00 administrative processing charge for each approved directive subsequently submitted by the Owner to be paid out of a contingency allowance.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Notwithstanding the foregoing, Contractor shall keep on the job the superintendent approved by Owner who shall not be transferred from the Work without Owner's consent (which shall not be unreasonably withheld). However, such obligation to furnish the superintendent shall not be construed (1) to preclude the promotion within Contractor's organization of any person assigned to Work or (2) to give rise to any liability of Contractor if any person assigned to the Work leaves Contractor's employ. If Owner reasonably determines that any employee of Contractor or of its subcontractors is careless or not qualified to perform the Work assigned to him, and Owner and Contractor cannot, after a diligent and good faith attempt, agree what action should be taken with respect to the removal or reassignment of such employees, the Contractor shall promptly remove such employee from the Work and replace such employee. All times while procurement activities are being performed in Contractor's San Antonio office, Contractor shall appoint an individual (approved by Owner, acting reasonably) authorized to act on behalf of Contractor and with whom Owner may consult at all reasonable times, and who shall be authorized to receive the instructions, requests and decisions of Owner. All of Contractor's and Subcontractor's personnel shall comply with all applicable health, safety, and loss prevention rules of applicable authorities. Contractor shall, at its own expense, remove from the Work any person who fails to comply with such rules and instructions in any material respect.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 If the bid documents contain a Project schedule setting out the beginning and ending of construction, or if there are any other limits on the time of performance set out in the Contract Documents, the Contractor shall, promptly after being awarded the Contract, develop a construction schedule reasonably defining a plan for completing the Work within the required time. The format and detail of the schedule shall be in keeping with the size and complexity of the Project. The schedule and any updates of it shall be subject to approval of the Owner. The schedule and any updates shall not exceed time limits current under the Contract Documents (including granted time extensions) and shall be revised at appropriate intervals as reasonably required by the Owner, shall be related to the entire Project (if more than one Contract is involved in the Project), and shall provide for expeditious and practicable execution of the Work. All updated schedules shall address the subject of how the Contractor intends to overcome any delays previously encountered.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and costs to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

- .1 provide a graphic representation of all activities and events that will occur during performance of Work;
- .2 identify each phase of construction and occupancy; and
- .3 set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates").

If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and re-submitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to herein as progress reports) as set forth in Section 3.10.1 or if requested by either the Owner or the Architect. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.5 The Owner's need for delivery of completed Work, or portions thereof, is largely controlled by the necessities of the school calendar and operations of school programs within that calendar. These needs are reflected in any scheduled completion dates and milestone dates set out in the Contract Documents. The Contractor shall perform the Work in such a way as to not interfere with school operations, the importance of meeting milestones and completion dates, and Contractor acknowledges and agrees that if these dates are not met, there may be a relaxation in the needed delivery dates because of the school calendar. When it appears to Owner or Contractor that a Contract milestone or completion date cannot be met for reasons not the fault of the Contractor, Contractor will develop with Owner and Architect a plan and a budget under the Change Order provision of the Contract Documents to meet such a situation (at Owner's option) either by accelerating the Work to overcome the delays, or suspending or otherwise slowing the Work to efficiently take advantage of any relaxation in Owner's need for the completed Work.

§ 3.10.6 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Section 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Section 8.3.1, and an equitable adjustment in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is

not attributable to any act or omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of

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the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 Adequate copies of Shop Drawings for architectural, structural, mechanical and electrical work shall be submitted to the Architect for review.

§ 3.12.12 The Contractor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. When the Work is to be performed at an existing school location, Contractor shall schedule and perform the Work in a manner that does not compromise the safety to school students, faculty and staff, and does not unreasonably disrupt or interfere with the continuing normal routine of the school. If a School Operations Parameters Statement is a part of the Contract Documents, Contractor will comply with its terms, at no increase in price.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Project site shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision in the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of:

- .1 any area and buildings adjacent to the site or the Work; or
- .2 the Building in the event of partial occupancy.

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§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. The Contractor shall be responsible for protection of the Work, including damaged or broken glass, and at substantial completion of the Work, shall repair or replace damaged work. The Contractor shall perform the following final cleaning at the completion of the Work:

- .1 Remove all temporary protections;
- .2 Remove marks, stains, fingerprints and other soil or dirt from all surfaces and other work;
- .3 Remove spots, mortar, plaster, soil and point from ceramic tile, marble and other finish materials from all surfaces and other Work;
- .4 Clean fixtures, cabinetwork and equipment, removing stains, paint, dirt, and leave in an undamaged and new condition; and
- .5 Clean all surfaces and other work in accordance with recommendations of the manufacturer.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager/Program Administrator (if applicable) and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Owner and the Board, its members and all others who may act for the Board of the Owner, Architect, Architect's consultants, Engineer, their trustees, officers, employers, representatives, agents, and any other person or entity designated by this Contract, their parent, subsidiary and affiliated companies, and their respective

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officers, directors, employees, agents and representatives (hereinafter referred to as "Indemnitees") from and against all suits and actions of every nature and description brought by the Contract here proposed or the work thereunder, demands, claims, damages, losses, costs, and expenses (including, but not limited to, court costs, litigation expenses, and attorney's fees), and all recoverable interest thereon, incurred by or sought to be imposed on Indemnitees because of injury (including death) or damages to property (whether real, personal or inchoate), including losses of use resulting therefrom, arising out of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance or attempted performance of, or failure to perform operations or work under this Contract by Indemnitees, Contractor, its subcontractors and/or any other person or entity; (2) the condition of the premises of which said operations or work are being performed; (3) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment or vehicles (whether owned or supplied by the Owner, Contractor or any other person or entity) in connection with said work or operations; or (4) the presence on the premises of Contractor, its subcontractors, employees, supplies, vendors or any other person acting by or on behalf of Contractor. This indemnity shall apply, whether or not any such injury or damage has been, or is alleged to have been, caused in whole or in part by the negligence or fault of any Indemnitee, or is based on any other theory of liability including negligence, intentional wrongdoing, strict products liability or the breach of non-delegable duty. Contractor further agrees to defend (at the election of any Indemnitee) against any claim, demand, action or suit for which indemnification is provided hereunder. The liability of the Contractor, its agents, servants, employees, or subcontractors hereunder shall not be limited by any insurance limits set forth in the Contract Documents. The Owner may, at its option, participate in the defense of any such claim or suit without relieving the Contractor of any obligation hereunder. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person described in this paragraph.

- .1 Without in any way limiting or restricting the indemnification and defense agreements stated above, Contractor agrees that it is the intention of the parties hereto that Contractor and its insurers bear the entire risk of loss or injury to any of Contractor's employees, "borrowed servants," agents, representatives, subcontractors, vendors, materialmen, or any other person present on the premises or performing any other act or service on Contractor's behalf or at its request, whether or not any such loss or injury is caused in whole or in part by any negligence or fault of any Indemnitee, and without seeking any contribution therefor from any Indemnitee or its insurers.
- .2 Nothing herein stated shall be construed to preclude the Contractor from maintaining an action at law for money which may be due him/her under the Contract.
- .3 The Contractor shall also defend and indemnify the Owner against claims by any subcontractor, supplier, laborer, materialman or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the services and all such claimants shall look solely to the Contractor and not the Owner for satisfaction of such claims.

§ 3.18.1.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE INDEMNITY PROVISIONS INCLUDED HEREIN SHALL BE LIMITED SUCH THAT CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND OWNER OR ANY THIRD PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNITEE, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEE, OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF SUBCONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF ANY TIER.

§ 3.18.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations hereunder, 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

§ 3.18.3 It is understood and agreed that Article 10 of the Agreement 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.

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§ 3.18.4 Contractor's obligations of indemnity shall survive completion of the Work, abandonment and/or termination of the Contract.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner may retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. On any Purchase Order where an Architect is not required or retained by Owner, all references in the Contract Documents to "Architect" are deemed references to "Owner" instead.

§ 4.1.2 Owner shall notify Contractor when the duties, responsibilities or limitation of authority of the Architect have been modified.

§ 4.1.3 In case of termination of employment of the Architect, the Owner may elect to appoint a replacement Architect, or at its option may elect to complete the Project using members of Owner's staff to perform the balance of the Architect's functions on the Work.

§ 4.2 Administration of the Contract

§ 4.2.1 Certain portions of the administration of the Contract will be performed by the Architect. The Architect will be treated as the Owner's representative to the extent set out in the Contract Documents. The Architect shall not have the authority to act on behalf of Owner unless such authority is expressly granted in the Contract Documents, nor shall such authority be implied from any act or representation of the Architect.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. In no event shall Owner or any other party, aside from the Contractor, have control over, be in charge of, or be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility. Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Owner will not have control over, be in charge of, and will not be responsible for the acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.4.2 and 13.4.3, 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, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect shall review and indicate the appropriate action to be taken by the Contractor on shop drawings, product data, samples, and other submittals required by the Contract Documents, but only for the limited purpose of assisting the Contractor in his understanding of the technical requirements of the Contract, and such review shall be limited to general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include verification of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted with reasonable promptness consistent with sound professional practice, allowing sufficient time to permit adequate review. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Architect shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Architect be required to review partial submissions or those for which submissions for correlated items have not been received. The Architects' review shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5, or 3.12. If, on occasion, the Architect reviews and/or comments upon items or subjects which are the responsibility of the Contractor, such action shall be interpreted as voluntary assistance by the Architect, shall not create a duty, obligation, responsibility, or liability on the Architect, and shall not create a duty or obligation upon the Architect to provide similar review and comment on other items or subjects.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. Where an Architect is not required or retained by Owner, the Contractor shall be deemed responsible to prepare required Change Orders and Construction Change Directives as required by Owner for Owner approval.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. Where an Architect is not required or retained by Owner, the Contractor shall be deemed responsible to prepare final Certificate of Payments pursuant to Section 9.10 as required by Owner for Owner approval.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and with concurrence of Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number

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and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the Owner or Architect and any Subcontract or Sub-Subcontractor, nor shall there be any obligation on the Owner to pay, to see to the payment of any sums due any Subcontractor or Sub-Subcontractor, nor create any obligation of any kind express or implied upon the Owner or Architect in favor of any Subcontractor or Sub-Subcontractor *except as provided by State law and expressly provided under Paragraph 5.5 SUPPLIER.*

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. Failure to object shall not constitute a waiver of any of the requirements of the Contract Documents.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 The Contractor shall not sublet the Work as a whole. The approval of Subcontractors in no way relieves the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents.

§ 5.2.6 Throughout the period of work, the Contractor shall attempt to maintain the M/WBE goals as described in the bid documents.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Owner shall only be responsible for compensating Subcontractors for Work done or materials furnished after the date Owner gives written notice of its acceptance of the subcontract agreement.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those services and materials furnished and approved by the Owner subsequent to the Owner's exercise of any rights under this conditional assignment.

§ 5.5 SUPPLIERS

§ 5.5.1 The Owner has previously bid certain types and items of equipment, supply and special services for inclusion under this contract. The Owner has entered into an Agreement with the selected Suppliers under which the Supplier agrees to Subcontract with and provide the specified equipment, supplies, and special services to the Contractor in accordance with the terms of the Owner - Supplier Agreement. The Contractor is required to subcontract with these Suppliers for the specified equipment, supplies, and special services to be provided under this Contract and make payments to the Supplier under the subcontract as provided in the Owner - Supplier Agreement. The provisions of the Owner - Supplier Agreements, the specifications for the equipment, supplies, and special services, and other associated requirements are included under the various Specification Divisions. The Special Conditions for Procurement of Equipment, Supplies, and Special Services are included as DOCUMENT 00900. Standard Form of Agreement Between Contractor and Subcontractor (AIA Document A401; 2017 Edition) will be used as the Contract Form for the Contractor-Supplier Agreements.

§ 5.5.2 Since Contractors normally and routinely subcontract major portions of the work and since the Owner's procedures in pre-bidding and selecting certain suppliers are consistent with this practice, the Contractor by virtue of this contract agrees to procure equipment, supplies, and special services by subcontract with suppliers pre-selected by the Owner and agrees to be solely responsible for the Suppliers performance under his subcontract as if the Contractor had selected the Supplier instead of the Owner.

§ 5.6 RESPONSIBILITY

§ 5.6.1 Contractor shall be fully responsible for the performance of its Subcontractors, including those selected or approved by the Owner.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The Owner reserves the right to perform other construction work, maintenance and repair work and school program operations at the site and near the site during the time period of the Work. Owner may perform other work with separate contractors or forces. Owner shall have access to the buildings on the site at all times.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules.

(Paragraph deleted)

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and reasonably allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work. The Contract Sum and/or Contract Time may be increased for changes in the Work if the provisions of Article 7 have been met.

§ 7.1.1.1 No change in the Contract Sum and/or Contract Time will be allowed for a change in the Work unless prior to performing the changed Work the Contractor has been issued a Construction Change Directive or has provided the Owner in writing with a proposal for any change in price and/or change in Contract Time caused by the change in Work, and a Change Order is subsequently executed. A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time, and Contractor shall have no Claim therefore, unless it shall, prior to complying with the directive and in any event within ten (10) days of receiving the directive, submit a change proposal to the Owner, and a Construction Change Directive is issued, or a Change Order is subsequently executed, or Contractor satisfies the requirements of Article 15.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order,

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Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order.

§ 7.1.4 The Contractor, upon receipt of written notification by the Architect of a proposed item of change in the Work, shall prepare as soon as possible a Change Proposal in such form or forms as directed by the Architect.

§ 7.1.4.1 Each separate Change Proposal shall be numbered consecutively and shall include materials, costs, labor costs, fees, overhead and profit. The Proposal shall specify all costs related to the proposed change in the Work, including any disruption or impact on performance.

§ 7.1.4.2 The Subcontractor's itemized accounting shall be included with the Change Proposal.

§ 7.1.4.3 If a Change Proposal is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the Contractor shall revise the Change Proposal accordingly and resubmit the revised Change Proposal to the Architect.

§ 7.1.4.4 A revised Change Proposal shall bear the original Change Proposal number suffixed by the letter "R" to designate a revision in the original Change Proposal. If additional revisions to a revised Change Proposal are necessary, each subsequent revision shall be identified by an appropriate numeral suffix immediately following the "R" suffix.

§ 7.1.4.5 Upon written approval of a Change Proposal by the Owner, the Architect will prepare a Change Order authorizing such change in the Work.

§ 7.1.4.6 The Contractor shall request extensions of Contract Time due to changes in the Work only at the time of submitting its Change Proposal. Contractor's failure to do so shall represent a waiver of any right to request a time extension.

§ 7.1.5 Where appropriate, applicable AIA Forms shall be utilized to document all Changes.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustment to the Contract Sum may include those listed below:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Contractor's overhead and profit shall not exceed the Fee Percentage or 10%, whichever is less, of the Cost of the Work under any such proposal. Sufficient substantiating data shall include a proposal itemized for the various components of work added or deleted, segregated by labor, material and equipment. Details to be submitted will include detailed line item estimates showing detailed material quality take-offs, material prices by item and of related labor hour pricing information and extension (by line item by drawings as applicable);
- .2 unit prices stated in the Contract Documents or subsequently agreed upon and supported by sufficient substantiating data to permit evaluation;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee not to exceed the Fee Percentage or 10%, whichever is less, of the Cost of the Work; or
- .4 as provided in Section 7.3.7.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all Claims by the Contractor directly or indirectly arising out of or relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs and impact costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

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§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3

(Paragraphs deleted)

The Construction Change Directive shall include a unilateral change in the Contract Sum and/or Contract Time reflecting the Owner's reasonable view of the appropriate change in the Contract Sum and/or Contract Time for the change in the Work covered by the Construction Change Directive. Until agreement is reached by the Owner and Contractor on these issues, the changes in Contract Sum and Contract Time set out in the Construction Change Directive shall be used for schedule of values, payment and scheduling purposes.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 In the absence of agreement between Owner and Contractor on the proper change to the Contract Sum or Contract Time because of a change in the Work, Contractor may treat the matter as a Claim under Article 15. In such event, the Contractor shall be entitled to recover only the amount by which its direct costs have been reasonably increased over the direct cost of performing the Work without the change in the Work. In the event that performance of the change order work necessarily extends the date for substantial completion, Contractor shall be entitled to recover its extended General Conditions costs attributable to the time extension. Direct costs shall be limited to the following:

- .1 Reasonable Cost of Labor,
- .2 Materials, supplies and equipment including cost of transportation, whether incorporated or consumed;

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- 3 Rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others at rates that are no greater than market rates in the locale of the Work at the time of the Work. Unless otherwise established in the Contract, the rental value of the Contractor's own equipment shall not be more than normal local rental rates for contractor-owned equipment;
- 4 Premiums for all bonds and insurance permit fees and sales, use or similar taxes related to the Work; and
- 5 Cost of Subcontractor for performing the change Work. The amount allowable for Subcontractors shall be calculated using the same standards set out herein for direct Work by the Contractor.

Contractor and each subcontractor involved shall furnish evidence of costs such as copies of original invoices for materials, payroll vouchers for labor, etc., upon request by the Architect or Owner. Any increase in Contract Time shall be limited to the amount of time by which activities critical to overall completion of the Project are delayed by the change in the Work. If it is reasonably possible to perform the change in the Work concurrently with Work that is critical to overall completion, no time extension shall be granted by reason of a change in the Work.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10

In Subparagraph 7.3.7, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost (0% for directives to be paid out of any contingency allowance).
2. For the Contractor, for the Work performed by the Contractor's Subcontractors, five percent (5%) of the amount due the Subcontractors (0% for directives to be paid out of any contingency allowance).
3. For each Subcontractor or Sub-contractor involved, for Work performed by said Subcontractor or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
4. The costs to which the above percentages shall be applied will be determined in accordance with Subparagraph 7.3.6.
5. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including quantities and unit costs of labor and materials, extended and totaled.

§ 7.3.11 When directives are indicated to be paid from a contingency allowance, if any, identified in the Contract Documents, the Contractor's supervision and all other overhead items and profit shall be deemed to be included in the Contract Sum, and not in the contingency allowance.

§ 7.4 Minor Changes In the Work

The Architect may order 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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in each Purchase Order. The Contractor shall commence work under the contract within seven calendar days of receipt from the Owner of a notice to proceed (or purchase order) and shall fully complete all work thereunder within the time indicated in the Contract Documents.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement and each applicable Purchase Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.1.1 If Contractor fails to achieve Substantial Completion of the Work on or before the date(s) specified for Substantial Completion in the Purchase Order, Contractor shall pay to the Owner, as liquidated damages, the sum set out in the Contract between Owner and Contractor for each calendar day that Substantial Completion is delayed after the date(s) specified for Substantial Completion. The total liquidated damage claim is determined by multiplying the daily liquidated damage amount stated in the Contract by the number of days late. It is hereby agreed that the actual damages which Owner will suffer by reason of late completion would be difficult to ascertain, and the liquidated damages to which Owner is entitled hereunder are a reasonable forecast of just compensation for the harm that would be caused by Contractor's failure to achieve Substantial Completion of the Work on or before the date(s) specified for Substantial Completion, and not a penalty. Liquidated damages shall be paid as they accrue and may be deducted from any progress payment due.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The use of insufficient labor or equipment for construction purposes or inadequate scheduling of materials or equipment to be installed will not be allowed as cause for delay. Labor, materials and equipment shall be scheduled to the site in such quantities as required for the uninterrupted progress of the work and the least obstruction of the premises.

§ 8.2.4 The following amount shall be paid to the Owner by the Contractor or shall be deducted from amount due to the Contractor, as liquidated damages, for every calendar day the contract shall remain uncompleted after the established completion date until Substantial Completion is achieved and for every calendar day the final completion is delayed by the Contractor beyond the date established by the Certificate of Substantial Completion. The liquidated damages amount shall be as follows:

Amount of Contract:	Liquidated Damages Per Day
\$10,000 and less.....	50.00
Over \$10,000.00 and less than \$25,001.....	75.00
Over \$25,000.00 and less than \$50,001.....	100.00
Over \$50,000 and less than \$100,001.....	150.00
Over \$100,000 and less than \$300,001.....	225.00

Over \$300,000 and less than \$500,001.....	350.00
Over \$500,000 and less than \$1,000,001.....	400.00
Over \$1,000,000.....	500.00

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed in performing work that is critical to overall completion of the Work by an act or neglect of the Owner or Architect, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, unavoidable casualties, including fire, or by unusually adverse weather conditions, as defined below, then the Contract Time shall be extended for a reasonable time to reflect the impact of the delay on Work critical to achieve Substantial Completion within the Contract Time, provided the performance of the Work was not delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. Adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused or could not have reasonably been anticipated by the Contractor, and could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and only if Contractor satisfies the conditions of this Section 8.3. Contractor has the burden to prove that any of the foregoing alleged causes of delay impacted construction progress on the critical path, as a condition precedent to any extension of the Contract Time.

So that proposals are based on uniform conditions, the Contractor recognizes, acknowledges, and agrees that delays are inherent with work of this type and has included in his proposal all costs associated with any delay.

§ 8.3.1.1 The Contractor shall anticipate and include in the construction schedule four (4) days of lost time each month due to adverse weather. Days not used in one month do not accumulate month to month. Contractor shall make all requests for additional time for lost time beyond the monthly allowance as provided herein.

A request for a time extension based on adverse weather conditions will not be granted unless the actual days of adverse weather conditions for the period when the critical path of the Project is subject to impact from adverse weather conditions exceeds the monthly allowance of adverse weather days for the same period. Contractor will submit claimed adverse weather days in accordance with the submission times provided in Section 8.3.2. No day on which substantial Contractor forces are able to perform work on the Project for more than fifty percent (50%) of the usual work day will be counted as an adverse weather day. Adverse weather days will not be calculated for any period when the critical path of the Project is not subject to impact from adverse weather conditions.

§ 8.3.2 On or before the fifteenth (15th) day of each month of the Work, Contractor shall submit in writing a request for all time extensions to which it believes itself to be entitled for the preceding month, other than time extensions for changes in the Work, which are to be submitted in accordance with the requirements of Article 7. If Contractor's request for time extension for changes in the Work is denied and Contractor wishes to pursue the matter, Contractor shall submit in writing a request for that extension by the fifteenth (15th) day of the month following the denial. Any claim for time extension not submitted under the terms of this Section shall be waived.

(Paragraph deleted)

§ 8.3.2.1 Owner, after consultation with the Architect, shall grant time extensions to the extent it believes them to be proper. Time extensions granted by the Owner may be incorporated into schedules for completion of the Work. In the event that Contractor believes that it is entitled to additional time extensions beyond those granted by the Owner, it may make a claim for them provided it can meet the requirements of Article 15.

§ 8.3.2.2 While the Contractor may be granted extensions of time because of certain delays, he shall not be entitled to additional compensation for delays in the work. If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, included but not restricted to, acts of God, acts of neglect of the Owner, acts of fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes, the period herein above specified for completion of his work may be extended at the sole discretion of the Owner by such time as shall be determined by the Owner, but the Contractor shall not be entitled to any damages or compensation from the Owner on account of any delay or delays resulting from any of the aforesaid causes.

1. No such extension of time shall be deemed a waiver by the Owner of its right to terminate the contract under Article 14.
2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and

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could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

§ 8.3.2.3 The Owner's consideration of extension of the Contract Time by Change Order shall be based on the following:

1. Claims for extension of time must be made in writing on or before the due date of Contractor's Application for Payment covering the period in which the delay began. In the case of a continuing cause of delay, only one claim is necessary.
2. Claims for extension of time shall be stated in whole or half calendar days, as applicable. The actual date on which the delay(s) occurred must be stated in the claim.
3. In case of claims for extension of time because of unusual inclement weather, such extension of time will be granted only if such unusual inclement weather prevented the execution of Work on normal working days. Unless the Contractor otherwise informs the Owner in writing prior to commencement of the Work, "normal working days" will be Mondays through Fridays, exclusive of legal holidays. Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the records of the U.S. Weather Bureau Station at the location of the Work. If unusually inclement weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating such conditions, the fact that the same could not have been reasonably anticipated, and the fact that they had an adverse effect on the scheduled construction.
4. Any claim for extension of time for strikes or lockouts shall be supported by a statement of facts concerning the strike, including the dates, the craft concerned, the reason for the strike, efforts to resolve the dispute, and the efforts of the Contractor to minimize the impact of the strike upon progress of the Work
5. Any claim for extension of time for delays in transportation shall be supported by a statement of facts demonstrating that the delays are beyond the Contractor's control, and reciting the Contractor's efforts to overcome such delays.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum for each Purchase Order is stated in each respective Purchase Order and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under each Purchase Order.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values fairly allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Owner. Once approved by the Architect and Owner, and updated for changes in the Work, the schedule of values shall be used only as a basis for reviewing the Contractor's Applications for Payment and is not to be taken as evidence of market or other value. The schedule shall not overvalue early job activities. The schedule shall follow the trade divisions of the Specifications so far as practicable.

§ 9.2.2 Establish a separate line item in the Schedule of Values entitled "Commissioning" totaling three percent (3%) of the value of the construction specified in Divisions 11 through 16 for completion of Commissioning of the Project as defined in Subparagraph 1.1.1

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§ 9.3 Applications for Payment

§ 9.3.1 At the time specified in the Contract, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data (to include job progress photos) substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The Contractor shall submit Applications for Payment in triplicate, using AIA document G-702 and 703 as referred to in Section 1.6.

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or other appropriate form as the Owner may determine.

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

(Paragraph deleted)

§ 9.3.1.3 To ensure proper performance of the work, the Owner shall retain five (5) percent of the amount of each Application for Payment. This retained five (5) percent shall be held for 30 days following the issuance of Final Certificate for Payment. Retainage shall be in addition to any amount retained for remaining incomplete or unacceptable work

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Payments for account of material or equipment stored at an offsite location are subject to the following conditions:

- .1 The location must be agreed to, in writing, by the Owner and Surety.
- .2 The location must be a bonded warehouse; and
- .3 The Contractor's Surety must agree, in writing, to each request for payment

§ 9.3.3 Upon payment by the Owner of the invoiced cost, title to all such materials and equipment shall irrevocably pass to the Owner. The Contractor warrants that title to all materials and equipment covered by an Application for Payment will pass to Owner upon the receipt of payment by the Contractor. Such title shall be free and clear of all liens, claims, security interests or encumbrances. No work, material or equipment covered by an Application for Payment shall be subject to an agreement under which an interest is retained or an encumbrance is attached by the seller, the Contractor, or other party.

With each Application for Payment, the Contractor shall submit a fully executed partial Release of Lien covering the Work completed and for which compensation has been received. Upon request, the Contractor shall provide a fully executed partial Release of Liens from designated subcontractors.

§ 9.3.3.1 Contractor waives any rights it may now have, or which it may acquire during the operation of this Contract, to file liens or encumbrances against Owner or Owner's property.

§ 9.3.4 Prior to written acceptance of the Work by Owner, Contractor shall be responsible for all loss, deterioration, damage, or destruction and shall repair, renew, and make good at his own expense, all such loss, damage, or destruction however caused.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Application for Payment will be reviewed first by the Architect who will certify to the Owner that portion, if any, of the Application for Payment it has determined is properly due. In the event that the Architect believes that payment should be withheld in whole or in part, it will notify the Owner and Contractor of the basis of this view as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner in respect to the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract why payment should be withheld.

Contractor shall pay promptly, not later than the 5th day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his sub-contractors, to the extent of each such sub-contractor's interest therein.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective or damaged Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated and substantial failure to carry out the Work in accordance with the Contract Documents.
- .8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of subcontractors and insurance requirements;
- .9 evidence of financial inability to perform the Contract fully;
- .10 failure to submit record documents required by the Contract; or
- .11 failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Owner is not obligated to monitor payments to Subcontractors or Sub-subcontractors, and nothing in this Section shall create any right on the part of a Subcontractor or Sub-subcontractor against Owner or Architect.

The Contractor shall see that any subcontractor pays promptly, all indebtedness for labor, materials, equipment, or other work used in performance of the Work. Contractor shall not permit any lien or charge to attach to the Work or Owner's premises; if any does so attach, Contractor shall promptly procure its release and indemnify Owner against all damage and expense incident thereto.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have any obligation to pay, or to see to the payment of money to, a Subcontractor, Sub-Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 The Contractor shall not withhold as retainage a greater percentage on Subcontractors or materialmen than the percentage Owner withheld as retainage from payments to the Contractor.

In accordance with the provisions of the Owner - Supplier Agreements and the Contractor - Supplier Subcontract payments to the Supplier shall be made as follows:

Payment by the Contractor: Where payment to the Supplier is to be made by the Contractor from funds to be received under the Owner - Contractor Agreement, the Contractor shall accept payment from the Owner for the amount approved on the Application for Payment for equipment, supplies and/or special services furnished by the Supplier.

Payment on Behalf of the Contractor: Where payment to the Supplier is to be made by the Owner on behalf of the Contractor from funds to be received under the Owner-Contractor Agreement, the Owner upon request from the

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Contractor, shall pay the Supplier for equipment, supplies and/or services received by the Contractor and shall deduct the sum paid from the amount due under the Owner-Contractor Agreement.

(Paragraph deleted)

§ 9.7 Failure of Payment

§ 9.7.1 If the Owner does not pay Contractor any payment which is due and owing under this Contract and which has been certified by the Architect within fifteen (15) days of the date when it is due, then the Contractor may, upon ten (10) additional days' written notice, stop the Work until payment of amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable cost of shutdown, delay and start-up.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, pursuant to this or any other Contract between the Owner and Contractor, Owner shall have a right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to:

- .1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the owner, or
- .2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 The Work or designated portions thereof as set out herein will not be considered Substantially Complete until (and the term "Substantial Completion" shall mean) the performance of the Work, or designated portion thereof, is to the point where (1) all Project systems included in the Work or designated portion thereof are operational, (2) as to such Work or designated portion thereof, all required governmental inspections and certification required of Contractor have been made and posted, (3) as to such work or designated portion thereof, designated initial instruction described in the Contract Documents of Owner's personnel in the operation of systems has been completed, and (4) as to such Work or designated portion thereof, all the required finishes set out in the Contract Documents are in place. The only remaining work shall be minor in nature, so that the Owner or Owner's tenants could occupy the applicable portion of the Project on that date, and the completion of the Work by the Contractor would not materially interfere with or hamper the Owner or Owner's tenants' normal school operations or other intended use. As a further condition of Substantial Completion of the whole or designated portion thereof, the Contractor shall certify that all remaining Work with respect thereto will be completed within the time specified by the Architect for Final Completion.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Architect shall prepare a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.2.1 If, in Architect's opinion during the inspection, the Project or the designated portion thereof which Owner has agreed to accept separately is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The Architect's compensation shall be determined in accordance with the applicable provisions of the Owner-Architect Agreement.

§ 9.8.3 When Contractor notifies Architect that it believes it has reached Substantial Completion, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Warranties on any items which are not completed after the Substantial Completion date shall commence on the date of completion of such item.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The Contractor shall keep all required insurance in full force, and utilities on, until the Certificate of Substantial Completion is issued, and accepted by the Owner in writing, regardless of the stated date of Substantial Completion. Acceptance shall not be unreasonably withheld. The Contractor shall not be responsible for utility or insurance certificates in areas which have been accepted by the Owner.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. Prior to Final Payment, Contractor must provide all of the following items to Owner:

- (1) Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706;
- (2) Contractor's Affidavit of Release of Liens, AIA Document G705A;
- (3) Consent of Surety to Final Payment, AIA Document G707;

- (4) Contractor's Guarantee- notarized;
- (5) Subcontractor's Guarantee- notarized ;
- (6) Subcontractor's Lien release- notarized;
- (7) Three set each of maintenance and instruction manuals bound in a 3" ring binder;
- (8) Intentionally left blank;
- (9) Final list of subcontractor (AIA Documents G805);
- (10) The documents included under attached "Exhibit B" of AIA Document A101-2017, as modified by Owner; and;
- (11) Documents identified as affidavit must be notarized. All manuals will contain an index listing the information submitted. The index sections will be divided and identified by tabbing each section as listed in the index. If the Contractor has satisfied the requirements herein and if the Owner is satisfied that the Work has been fully performed in accordance with the Contract Documents, final payment constituting the entire unpaid balance of the Contract Sum, including any retainage, shall be paid by the Owner as required under the contract documents.

§ 9.10.2.1 Prior to final payment to the Contractor, the Contractor shall furnish Owner an electronic set of the Drawings & Specifications accurately showing the Project as constructed in the format designated by the Owner, or when it is impractical to do so, one (1) complete set of marked-up copies of the Drawings and Specifications accurately showing the Project as constructed. Such Specifications and Drawings shall be marked to show all changes and modifications that have been incorporated into the Work as performed. Further, prior to final payment Contractor shall submit all warranties, operations and maintenance data and/or other data and "closeout" documents required under the Contract Documents or otherwise reasonably required by Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 SUPPLEMENTARY REQUIREMENTS FOR PAYMENT

§ 9.11.1 The following paragraphs are supplementary to and shall act in conjunction with the other paragraphs of Article 9.

§ 9.11.2 After the Architect has issued a Certificate of Payment, the Owner will make payment within thirty days or within thirty days from date established for progress payments, whichever is later.

§ 9.11.3 If, at the expiration of the time of completion as established in The Agreement Between Owner and Contractor, the work is not substantially complete and suitable for occupancy, no further progress payments will be made by the Owner until substantial completion has been accomplished.

§ 9.11.4 As a condition to final payment at the Owner's discretion, the Contractor shall submit in triplicate executed and notarized AIA Form G706A (Contractor's Affidavit of Release of Liens), AIA Form G706 (Contractor's Affidavit of Payment of Debts and Claims), AIA Form G707 (Consent of Surety Company to Final Payment), and the following **RELEASE OF CLAIMS AFFIDAVIT, CONTRACTOR'S ASBESTOS-FREE AFFIDAVIT** and associated MSDSs. Accurate MSDSs to be provided for all construction building materials or replacement parts must

be provided to the owner before or during the submittal process. As an additional condition to final payment, if so requested by the Owner, the Contractor shall submit in duplicate an Affidavit of Payment of Debts and Claims and Release of Liens, in a form approved by the Owner, from the Contractor, and any or all subcontractors and material suppliers on the project, and other affidavits, certificates, etc., requested by the Owner which the Owner feels are appropriate. Upon completion of the Work and before any final settlement, Contractor shall show evidence satisfactory to Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for labor, materials, or subcontractors or for injuries to persons or property arising out of or connected with the performance of this Contract.

§ 9.11.5 Final payment shall be due and payable not earlier than thirty (30) days after acceptance of the work and issuance of final Certificate for Payment

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give the Owner, Construction Manager/Program Administrator (if applicable) and the Architect reasonable advance notice of the presence or use of such materials, equipment, or methods.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party as provided herein. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall do all things necessary to protect the Owner's premises and all persons from damage and injury.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.11 The Contractor shall be responsible for the protection and security of the Work and the Project, until it receives written notification that the Substantial Completion of the Work has been accepted by the Owner.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Contractor is responsible for reviewing all Asbestos Hazard Emergency Act Management Plans on file with Owner and for obtaining sign-off from the Owner prior to commencing the Work, utilizing Owner's approved form. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Section 10.3.5), except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Section 10.3.5). In the event Contractor wishes to conduct any inspection or testing at the Project, it shall ensure that Owner is properly notified, as well as any landlord in the event Owner is leasing the Project premises.

§ 10.3.2.1 In the event Contractor engages in any of the activities prohibited in this Section 10.3.2, to the fullest extent permitted by law, Contractor hereby indemnifies and holds Owner, Architect, Construction Manager/Program Administrator and all of their respective officers, trustees, agents and employees harmless from and against any and all claims damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Section 10.3.

§ 10.3.3 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner which violates any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of Owner if in fact a Hazardous Substance has been encountered and has not been rendered harmless. Contractor shall be responsible for the consequences of any failure to stop work under this Section 10.3.3.

§ 10.3.3.1 In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, to the fullest extent permitted by law, Contractor hereby indemnifies and holds Owner, Architect, Construction Manager/Program Administrator and all of their respective officers, trustees, agents and employees harmless from and

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against any and all claims damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Toxic Substances Control Act ("TSCA"), the Clean Water Act ("CWA"), the Clean Air Act ("CAA"), the Marine Protection Research and Sanctuaries Act ("MPRSA"), the Occupational Safety and Health Act ("OSHA"), the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state, federal or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Section 10.3 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

§ 10.3.6 In those instances in which the presence of a Hazardous Substance was set forth in the AHERA documents or in which Contractor has other written notice of such through information given to Contractor by Owner or its representative prior to execution of the Agreement, Contractor shall not be entitled to a Claim for any delays, disruption or interference it encounters. In those instances of Work stoppage due to the existence of such Hazardous Substances which were not set forth in the AHERA plans and of which Contractor has no other prior notice, Contractor may be entitled to a Claim for delay or Work stoppage if the requirements of Article 15 are met.

§ 10.3.7 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

Notwithstanding anything to the contrary contained in this Subparagraph 10.3.7, the agreement of the Owner to indemnify and hold harmless the parties described in this Subparagraph shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

All insurance to be provided by the Contractor shall be written by companies acceptable to Owner. No company without a current A.M. Best rating of at least B+ will be considered as possibly acceptable.

§ 11.1.2 Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the San Antonio Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage, and waive subrogation in favor of the San Antonio Independent School District. The certificate(s) of insurance provided the San Antonio Independent School District by the Contractor must reflect the above-stated requirements.

The insurance required by Section 11.1.1 shall be written for not less than the following minimum limits of liability:

COVERAGE	LIMITS
1. Comprehensive Automobile Liability Must Include Owned, Hired, and Non-Owned Automobiles	\$1,000,000.00 CSL (Combined Single Limits)
2. Comprehensive General Liability Each Occurrence General Aggregate Independent Contractors and Subcontractors Coverage shall be the same as above.	\$1,000,000.00 CSL (Combined Single Limits) \$2,000,000.00
3. Excess Liability Insurance Excess Liability or Umbrella Policy in the amount of \$1,000,000.00 is required for contracts of \$25,000.00 or more, unless Comprehensive General Liability limits of \$1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement. Owner must be included as an additional named insured.	
4. Workers' Compensation Insurance - Statutory Limits Employers Liability - 1,000,000 for each of the following:	
1. Each Accident	
2. Disease - Each employee	
3. Disease - Policy Limit	

The Texas Labor Code requires workers' compensation insurance for all persons providing services on a building or construction projects. The Owner requires the prime contractor to:

1. Provide certificates of coverage for the contractor's employees to the Purchasing Department.
2. Provide certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
3. Retain copies of the above certificates of coverage for the duration of the project, plus one year.
4. Notify the Owner, in writing, by certified mail or personal delivery, within ten days after the contractor knew or should have known of any changes that materially affects the coverage of any person providing services on the project.
5. Obtain and provide new certificates of coverage for each person providing services on the project whose current certificate ends during the duration of the project, no later than seven days after the expiration of the current coverage.
6. Post a notice on each project site in the text, form, and manner prescribed by the TWCC, 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.

Persons providing "services" on the project includes all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers and owner-operators. "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. (Vernon's Ann. Civ. Stat., Art. 8308-3.23).

5. All Risk Builders' Risk Insurance

Contractor shall procure and maintain all risk builder's risk insurance providing coverage for the Contractor on an all risk basis including but not limited to coverage against fire, lightning, damage, hail, explosion, riot or civil commotion, aircraft and other vehicles, collapse and coverage provided under an Installation Floater. Coverage shall extend to all materials, supplies and equipment that are intended for specific installation as part of the Work while such materials, supplies and equipment are located at the Project Site, in transit, or while temporarily located away from the Project Site for the purpose of repair, adjustment or storage. The insurance shall include coverage for the full value of the construction in progress and deductible should not exceed \$25,000.00. The Owner shall be included as an additional named insured. Certificates of such insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policy required by this Paragraph 11.2 shall contain a provision that coverages afforded under the policy will not be canceled, modified, non-renewed or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Construction Manager/Project Manager (if applicable), the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions

during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 Contractor shall add Owner as an additional insured to any and all policies of insurance purchased by Contractor, using an endorsement form at least as broad as CG 2026 1185, excepting workers' compensation, whether or not such policies of insurance are required under this Contract, and such policies shall state that they shall be primary to any and all other available policies of insurance and shall be endorsed to waive subrogation, using an endorsement form at least as broad as CG 24 04 [Ed. 11-85]. Owner shall be added as an "alternate employer" on Contractor's workers' compensation insurance. Contractor shall furnish to Owner a Certificate of Insurance showing compliance with this obligation.

§ 11.1.6 Contractor must certify in writing to Owner that Contractor provided workers' compensation insurance coverage for each employee of the Contractor employed on the Project and Contractor shall provide a certificate from each Subcontractor certifying that the Subcontractor provides Workers' Compensation Insurance for each employee of the Subcontractor employed on the Project. The Contractor's certification must be received by Owner prior to Notice to Proceed. The certificate from each Subcontractor must be received by Owner prior to each Subcontractor being allowed to work on the Project.

§ 11.1.7 Additional Requirements for Worker's Compensation Insurance Coverage:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory Workers' Compensation Insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

Duration of the Project - includes the time from the beginning of the Work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the governmental entity.

Persons providing services on the Project - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, 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 which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor 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, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- C. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

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- (1) a certificate of coverage, prior to that person beginning work on the Project, so the governmental entity 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 Contractor, 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.
- F. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- H. The Contractor 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.
- I. The Contractor 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, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate 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 to the Contractor, 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 Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (b) 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 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by Workers' Compensation coverage for the duration of the

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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 Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the Owner to declare the Contract void if the Contractor does not remedy the breach written ten (10) days after receipt of notice of breach from the Owner.

§ 11.1.8 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Property Insurance. Until the Work is completed and accepted by the Owner, the Contractor shall purchase and maintain property insurance upon the entire Work at the Project site to the full insurable value thereof. The property insurance shall also cover portions of the Work stored off site after written approval of the Owner of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for Architect's services and expenses required as a result of an insured loss. This all risk policy shall be written incorporating Texas Form No. 21 (Actual Completed Value Form) and Form No. 77 (General Change Endorsement) incorporating the following language:

Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the Owner, all as currently approved by the Texas Board of Insurance Commissioners

The policy shall include coverage for Explosion, Collapse and Underground (ECU). Such insurance shall be evidenced by the kind of policy which does not have to be adjusted or reported upon periodically, but provides constant insurance at full one hundred percent (100%) of all insurable values as they are created during construction by performance of the Contract. When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the Board of Education, San Antonio Independent School District.

§ 11.2.2.1 Loss under such All Risk Builder's Risk Insurance shall be made payable jointly to the Board of Education, San Antonio Independent School District and to the Contractor by name (and, if separate mechanical contracts are awarded to each, by name, of the plumbing, heating, ventilating and electric contractors).

§ 11.2.2.2 In the case of loss under the risks covered, and of collection by insured, the Owner shall act as trustee for all parties concerned as their interests may appear.

§ 11.2.2.3 The original All Risk Builder's Risk Insurance Policy Certificate shall be delivered to and left in the safekeeping of the Owner, a Certificate or copy being retained by the Contractor (and Certificates or copies being furnished the separate Subcontractors, if any).

§ 11.2.2.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.2.4 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.2.5 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, at Owner's option, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.2.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.8 PERFORMANCE BOND AND PAYMENT BOND

§ 11.8.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents and/or Purchase Orders on the date of execution of each Purchase Order for which bonds are to be furnished as required by law or by Owner.

1. **In General:** The Bonds shall in all respects conform to the requirements of the law of the State of Texas, including, without limitation, the requirements in TEX. PROP. CODE SECTIONS 53.201-53.239, as amended, and shall (1) name the following as obligees: the Owner and the other Indemnitee, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner and its lenders, if any, (2) be in form satisfactory to Owner and be issued by a surety licensed and admitted to do business in Texas, which maintains at least a "B+" rating or better as issued by A.M. Best & Co.
2. **Reinsurance:** In accordance with TEX. INS. CODE SECTION 7.19-1, for any risk exceeding 10 percent of the surety's capital on any bid bond, surety bond, or performance bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that are duly authorized, accredited, or trustee to do business in Texas.

Such reinsurance shall be witnessed by written certification as a condition precedent to Owner's acceptance of the bond.
3. **Venue:** If any suit shall be instituted against a surety, guarantee, or fidelity company, it shall be deemed resident of the county wherever it may do business. TEX. INS. CODE SECTIONS 7.01, et seq.

§ 11.8.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract or any Purchase Order, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.8.3 If the Contract amount is \$100,000.00 or more, the Contractor shall furnish a Performance Bond equal to one hundred percent (100%) of the Contract Sum. If the Contract amount is \$25,000.00 or more, the Contractor shall furnish a Payment Bond equal to one hundred percent (100%) of the Contract Sum. There shall be separate bonds, the terms of which and the sureties of which are satisfactory to the Owner and which comply with Chapter 2253, Texas Government Code, Title 10 (Vernon Supp. 1999), and all other applicable law. Contractor shall furnish a copy of the Payment Bond to each of its Subcontractors at the beginning of the Work.

PERFORMANCE BONDS: The Contractor shall be required, before beginning the work, to execute a performance bond if the contract value is in excess of \$100,000 in accordance with TEX. GOV'T CODE SECTION 2253.021(a)(1).

The performance bond is:

1. Solely for the protection of the Owner;
2. Required to be in the amount of the Contract;
3. Conditioned upon the faithful performance of the work in accordance with plans specifications, and Contract Documents.

PAYMENT BONDS: If contract value is over \$25,000, Owner shall require the Contractor, before beginning work,

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to execute a payment bond in accordance with TEX. GOV'T CODE SECTION 2253.021(a)(2).

The Payment Bond is:

1. Solely for the protection of the Owner; and
2. In the amount of the Contract.

NOTICE OF SURETY: By inclusion of this paragraph in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architects, the Associated Architects, Architect's consultants, the Engineers, the Contractor, the Subcontractors of all tiers, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meeting, review applications for payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, the Associated Architects, Architect's consultants, the Engineers, the Contractor, and the Subcontractors of all tiers, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.4.1 Where nonconforming Work is found, the entire area of Work involved shall be corrected unless the Contractor can completely define the limits to the Architect's satisfaction. Additional testing, sampling, or inspecting needed to define nonconforming Work shall be at the Contractor's expense, and performed by the Owner's testing laboratory if such services are reasonably required by the Architect. All corrected Work shall be retested at the Contractor's expense. Reasonable Architectural services required to analyze nonconforming Work shall be paid for by the Contractor.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to any obligations which the Contractor might have under the Contract Documents. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

§ 12.2.6 Contractor shall furnish the Owner his written guarantee to cover the one year guarantee period indicated by this Article, as well as all other specific guarantees required for individual items of material, equipment or work.

§ 12.2.7 Immediately prior to termination of the guarantee period, the Contractor shall make an inspection of the premises in company with the Owner and Architect and shall take note of any repairs that may be necessary. Contractor shall, within ten days from date of inspection, commence making any repairs that may be necessary and shall prosecute the work without interruption until completed to the satisfaction of the Owner even though the date of completion may extend beyond the limit of the guarantee period.

§ 12.3 Acceptance of Nonconforming Work

§ 12.3.1 If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ 12.3.1.1 If for any reason it may be expedient to the Owner to accept any work or material that is not in accordance with the drawings and the specifications, or becomes damaged during the progress of the work, it may deduct from the amount of money to be paid to the Contractor an amount equal to the difference in the value between said work and that which is specified or shown on the drawings.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

This Contract and any disputes related to the Work shall be governed by the laws of the State of Texas, and any disputes shall be resolved in a state court in Bexar County, Texas.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract as a whole, or in part, without written consent of the Owner.

§ 13.2.2 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in the Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner.

§ 13.2.3 Written Notice

Written notice shall be deemed to have been duly served only if the writing is delivered in person to the office of the party set out on the first page of the Standard Form of Agreement Between Owner and Contractor, or to such other

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address as has been previously clearly identified in writing by the addressee, or if delivered by mail or in form of electronic transmission to that office, or sent by registered or certified mail to that address.

§ 13.3 Rights and Remedies

§ 13.3.1 Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's land, buildings or funds. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen, laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.3.4 Notwithstanding anything herein to the contrary, neither the execution of this Contract by Owner nor any other conduct of any representative of Owner relating to the Contract shall be considered a waiver of sovereign immunity to suit beyond what is provided for by Section 271.152 of the Texas Local Government Code.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities having jurisdiction shall be made at appropriate times. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity employed by the Owner, or with the appropriate public authority. Owner shall bear the normal costs of tests, inspections and approvals, but not any excess costs attributable to Contractor caused scheduling problems, or other Contractor error. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

(Paragraph intentionally deleted.)

§ 13.6 Time Limits on Claims

(Paragraph intentionally deleted.)

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§ 13.7 Written Notice

§ 13.7.1 Causes of action between the Owner and the Contractor under the Contract Documents shall be deemed to have accrued and the applicable statute of limitations shall commence to run in accordance with the laws of the State of Texas.

§ 13.8 Equal Opportunity

§ 13.8.1 The Contractor agrees to provide equal employment opportunities in connection with all work performed and materials furnished and supplied pursuant to this contract or to any subcontract hereunder. The Contractor, therefore agrees:

- .1 The Contractor shall not discriminate nor permit discrimination against any employee or applicant for employment with regard to hiring, tenure of employment, promotion, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, sex, religion, national origin, age or disability protected by law.
- .2 To keep posted in a conspicuous and readily accessible places customarily frequented by employees at or near each location where services are performed by such employees, copies of notices setting forth the substance of paragraph 13.8.3.1.
- .3 Not to discriminate in the award of any subcontract thereunder because of race, color, sex, religion or national origin.
- .4 To include in all solicitations or advertisements for employees placed by or on behalf of the Contractor, a statement that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- .5 To furnish all reasonable information and reports necessary to insure compliance with the provisions of this nondiscrimination clause.
- .6 To insert the provisions of this section as covenants to be performed by the Subcontractor in all Subcontracts which are entered into by the Contractor under this Contract.
- .5 It is hereby agreed that any failure to comply with any of the foregoing requirements, shall constitute a substantial breach of this Contract.

§ 13.8.2 Certification of Non-Segregated Facility

§ 13.8.2.1 This Section is applicable to Contracts and Subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause.

§ 13.8.2.2 By the signing of this Contract, the Contractor signifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it obtained identical certifications from proposed consultants for specific time period) it will obtain identical certification from proposed Subcontractors prior to the award of a Contract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): Notice to Prospective Subcontractors of requirement for certification of non-segregated facilities. -A certification of non-segregated facilities, as required by the May 19, 1967 Order (32 FR. 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.11.

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§ 13.9 Prevailing Wages

§ 13.9.1 The work under this Contract does not include the disturbance, removal, and/or abatement of asbestos containing materials (ACM) except where the work involves the removal of non-regulated asbestos-containing material (RACM per NESHAP 40 CFR part 763) such as:

- intact roofing material and gaskets, or
- cementitious asbestos containing siding and shingles or transite panels containing ACM on building exteriors.

The removal of non-regulated asbestos materials (e.g., intact roofing and gaskets, cementitious siding and shingles or transite panels) must be performed in accordance with OSHA 29 CFR 1926.1101 (g)(7) and BESGAO 40 CFR 61.145). Or, where specifically indicated by the Owner on the drawings (in which case, such asbestos work shall be performed under a separate original contract between the Owner and the Contractor or by the Owner).

§ 13.9.2 If this Contractor should discover and have reason to believe, as a result of his operation, that asbestos material are present which will interfere with the work, he shall cease operations as soon as practical in the suspected area and notify the Owner. The owner will then arrange to have the area inspected and controls implemented (e.g., remove, wrap or seal any asbestos found that interferes with the work).

§ 13.9.3 The suspicion or finding of Asbestos shall not entitle the Contractor to additional compensation unless the Owner fails to conduct an inspection and diligently proceed to remove or abate the asbestos materials found which interfere with the work.

§ 13.9.4 The professional services provided by the Architect/Engineer did not and shall not include work related to asbestos and/or asbestos removal. All asbestos and asbestos removal work has been and shall be directed by the Owner.

§ 13.10 Asbestos-Free Certification

§ 13.10.1 The Contractor shall carefully review each submittal to assure that no asbestos is contained in any material or product used on this project. In conformance with the requirements of 9.11.4, at the completion of the project and prior to final payment, Contractor shall provide the Owner a notarized Warranty stating that no asbestos containing material or product is contained in this project. In addition, a legible MSDS (or letter stating an MSDS for this project in not required per OSHA 29 CFR 1910.1200) for all installed building materials or replacement parts shall be provided to the Owner during the submittal process of the project.

§ 13.11 Anti-Trust Claims

§ 13.11.1 The Constructor hereby assigns to the Owner any and all claims for overcharges associated with this Contract which arise under the anti-trust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973)

§ 13.12 Unenforceability

§ 13.12.1 The unenforceability or illegality of any particular clause in this contract shall not affect any other provision of this Contract.

§ 13.13 Prevailing Wages

§ 13.13.1 In compliance with laws of the State of Texas relating to labor (Acts 1933, 43 Leg. p. 91, Chapter 45) the building construction wage rates listed in the Contract Documents and /or in Attachment "A" hereto have been ascertained and determined by the Owner as the general prevailing rates in the locality of San Antonio Independent School District for the classifications listed. The Contractor and each Subcontractor shall pay to all laborers, workers and mechanics employed by them in the execution of this Contract not less than such rates for each craft or type of worker or mechanic needed to execute the Contract. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the rates shown hereinafter.

§ 13.13.2 This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates named.

§ 13.13.3 The attention of the Contractor and all Subcontractors is called to the following laws of the State of Texas relating to labor: Texas Governmental Code § 2258.021 et seq. In compliance with the above cited code, the

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Contractor shall forfeit, as a penalty to the Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the rates stipulated hereinafter for any Work done under this Contract by him or by any Subcontractor under him.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents provided Notice is given as required by Section 9.7.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If the Work is stopped for thirty (30) consecutive days for any reason described in Section 14.1.1 or 14.1.2, the Contractor may, upon fourteen (14) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages to date of termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 Notwithstanding anything to the contrary contained herein or in the other Contract Documents, neither the Owner nor any other party shall be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Sections 14.1.1, 14.1.2, and 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner, without prejudice to any other rights or remedies it may have, may, within five (5) days' notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire project or (at the option of the Owner) as to any portion thereof and may take possession of the project and complete the work by Contract or otherwise, as the Owner may deem expedient if

- .1 The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- .2 A receiver or liquidator is appointed for the Contractor or for any of his property and is not dismissed within 20 days after such appointment, or the proceedings in connection therewith are not stayed or appealed within the said 20 days; or
- .3 The Contractor refuses or fails, after notice or warning from the Owner, to supply enough properly skilled workmen or proper materials; or
- .4 The Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or fails to complete the Project within said period; or
- .5 The Contractor fails to make prompt payment to persons supplying labor or material for work; or

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(Paragraph deleted)

- .6 The Contractor disregards laws, ordinances, the instructions of the Owner, or otherwise is guilty of substantial violation of any provision of this Contract.
- .7 Any subcontractor becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily), or makes an assignment for the benefit of creditors, and the Contractor, within fifteen (15) days after receipt of notice from the Owner, fails to provide satisfactory evidence that the Contractor will either (i) perform the Work of such subcontractor with the Contractor's own forces, in a timely manner, or (ii) replace the subcontractor with another similarly qualified subcontractor who is ready, willing, and able to do such Subcontractor's Work in a timely manner.
- .8 Any other reason deemed valid by the Owner.

§ 14.2.2 In the event of termination under 14.2.1, title to the work and any products thereof, whether completed or partially completed as well as all materials prepared, procured, or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may, subject to any prior rights of the surety:

- .1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Enter Contractor's premises and remove all materials prepared, procured, or set aside by the Contractor for use in the work;
- .3 Accept assignment of subcontracts pursuant to Paragraph 5.4;
- .4 Finish the Work by whatever reasonable method the Owner may deem expedient; and;
- .5 No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4

If the unpaid balance of the compensation to be paid the Contractor for work executed shall exceed the expense of so completing the work (including compensation for additional architect's services, managerial, administrative, and inspection services, other expenses made necessary thereby, and any damages for delay) such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of, and utilize in completing the work, such materials, appliances, supplies, and equipment as may be on site of the work. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, the Owner always reserving to itself all of its rights and remedies.

§ 14.2.5 If a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, the Surety shall promptly remedy the default by completing the Contract in accordance with its terms and conditions, or by obtaining a bid or bids in accordance with its terms and conditions. At Owner's election, upon determination by the Owner and the Surety of the lowest responsible bidder, the Surety will complete the Work or will arrange for a Contract between such bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Sum, but not exceeding the Penal Sum of the bond and other costs and damages for which the Surety may be liable under the bond. The phrase "balance of the Contract Sum" as used herein shall mean the total amount properly payable by the Owner to the Contractor under the Contract and amendments thereto less the amount previously paid by the Owner to the Contractor.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, for convenience, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 An adjustment shall be made to the Contract Sum calculated under Article 7. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract and/or any Purchase Order for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed.

§ 14.4.4 Upon determination by Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is any demand or assertion by the Contractor that it should be paid more money than the Contract Sum or granted more contract time by the Owner because of action or inaction on the part of Owner, any Owner representative, Architect, or any party for whom Owner is responsible, or any party with whom Owner has separately contracted for other portions of the Project, including, but not limited to, any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated, constructively accelerated, or suspended, that Contractor's performance has been wrongfully terminated, that the Contract Documents have been misinterpreted, that there has been a failure of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that there are problems with the Contract Documents, or the timing of Architectural approvals or decisions, that actions of the Owner have been intentionally wrongful or deceptive, that Owner is directly or indirectly guilty of negligence or an intentional tort related in any way to the Work, that the amount of time or money granted in a Construction Change Directive is inadequate, that an item treated as a minor change in the Work should have been treated as a Change Order, that a time extension grant was inadequate, that there has been a breach of contract, or that Contractor is entitled to any other relief, on any legal or equitable theory, related to the Work or the Contract. This definition of Claim is not intended to create any right of action where the right of action does not otherwise exist under applicable law or other provisions of this Contract.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Within five (5) days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within five (5) days of Contractor's discovery of the first occurrence of an event that Contractor has any reason to believe might result in a Claim if the first occurrence of the event was willfully hidden from the Contractor, the Contractor shall file a written document clearly captioned "Notice of Claim" with Owner and the Architect. The Notice shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, the Notice shall be amended at the earliest date this is reasonably possible. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly

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in accordance with the requirements of this section shall be waived. It is imperative that Owner have timely, specific Notice of any potential problem in order that the problem can be mitigated promptly.

§ 15.1.3.2 In addition to the Notice required by Section 15.1.2.1, the Contractor shall also file a document captioned "Claim" with the Owner within ninety (90) days of the occurrence of any event resulting in a Claim for damages, giving notice of the Claim. Contractor agrees that this is a reasonable Notice requirement. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section is waived.

(Paragraphs deleted)

§ 15.1.4 Claims Handling During Construction

After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. If a claim is deferred, Contractor shall be entitled to its legal right to interest on any subsequent recovery. At any stage, the Owner is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and if this reference is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under Owner's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally, and the Mediation shall be held in San Antonio, Texas.

§ 15.1.5 Claims Handling Following Construction

§ 15.1.5.1 The acceptance of final payment shall constitute a waiver of Claims by the Contractor which have not previously been identified in a Notice of Claim under Section 15.1.2.1 and a Claim under Section 15.1.2.2 and specifically reserved in the final Application for Payment.

§ 15.1.5.2 If a Claim has not been resolved within three (3) months of the date of the final Application for Payment through Claim review procedures, mediation, or other Claim settlement negotiations, then Contractor at that time, but not before, shall be entitled to institute litigation on the Claim in a State Court of competent jurisdiction in Bexar County, Texas, and in no other forum.

§ 15.1.5.3 In connection with the Owner's defense of any suit against it and/or the Owner's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims hereunder, in which the Owner prevails as to all or any portion of its defense(s), claims, counterclaims or actions, Owner shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

§ 15.1.6 Claims for Concealed or Unknown Conditions

§ 15.1.6.1 Only if conditions are encountered at the site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents or (c) in the case of renovation Work, any condition of the preexisting construction to be renovated which was hidden from view prior to demolition Work performed as a part of the renovation, that is materially different from any of the conditions that could reasonably have been expected to be present in preexisting construction of the age and type encountered on the Project, then Contractor shall be entitled to make a Claim if it can satisfy all of the requirements of Section 15.1.

§ 15.1.6.2 No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, review and preconstruction services which were given to Contractor by Owner, Architect or Owner's representative or which Contractor had the opportunity to make or should have performed in connection with the Project.

(Paragraphs deleted)

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§ 15.1.6.3 Calculating Claim Amount

In calculating the amount of any Claim, the following standards will apply:

- .1 No indirect or consequential damages will be allowed;
- .2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly;
- .3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
- .4 The maximum daily limit on any recovery for delay shall be the amount originally estimated by the Contractor for job overhead costs divided by the total number of calendar days of Contract Time called for in the Contract;
- .5 No damages will be allowed for home office overhead or other home office charges, or any Eichlay formula calculation; and
- .6 No profit will be allowed on any Claim. This clause shall not reduce Contractor's entitlement to profit, if any, on a change order or Construction Change Directive.

§ 15.1.6.4 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.1.7 Continuing Contract Performance

§ 15.1.7.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.7.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.8 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work. Prior Notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.9 Claims for Additional Time

§ 15.1.9.1 No increase in the Contract Time will be allowed except as otherwise expressly provided in Paragraph 8.3 above.

§ 15.1.9.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.10 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1

At the sole election of the Owner, any claim, dispute, or other matter in question arising out of or related to this Contract shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party against the other. Requests for mediation shall be filed in writing with the other party to this Contract.

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(Paragraphs deleted)

§ 15.A Arbitration

(Paragraph intentionally deleted.)

(Paragraphs deleted)

ARTICLE 16 CONTRACTOR ACCOUNTS, RECORDS AND INSPECTION

Unless additional requirements are set forth in the Agreement or other Contract Documents, at minimum, Contractor's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned; insurance rebates and bond or other dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges regarding any matters related to the Contract (including interviews with Contractor's personnel and Subcontractor's personnel) shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Contractor compliance with Contract requirements, (b) compliance with Owner's business ethics policies, and (c) compliance with provisions for pricing or claims submitted by the Contractor or any of its payees. The Owner or its designee shall be afforded access to all of the Contractor's records pursuant to the provisions of this Article throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

ARTICLE 17 BUSINESS ETHICS

During the course of pursuing contracts, and the course of Contract performance, Contractor and its Subcontractors and vendors will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the Owner or its Architects, or to family members of any of them. At any time Contractor believes there may have been a violation of this obligation, Contractor shall notify Owner of the possible violation. Owner is entitled to request a representation letter from Contractor, its Subcontractors or vendors at any time to disclose all things of value passing from Contractor, its Subcontractors or vendors to Owner's personnel and its Architects.

(Paragraph deleted)

ARTICLE 18 SOVEREIGN IMMUNITY

§ 18.1 No Waiver of Immunity. Owner does not waive or relinquish any immunity or defense on behalf of itself and its officers, trustees, employees, and agents as a result of their execution of this Contract and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of the Owner.

§ 18.2 Nothing in this Contract shall be construed to create a claim or cause of action against Owner for which it is not otherwise liable, nor to waive any immunity or defense to which Owner may be entitled, nor to create an impermissible deficiency debt of Owner.

ARTICLE 19 BACKGROUND CHECKS, CERTIFICATES AND TAXES

§ 19.1 Background Checks. Contractor shall provide assurance to Owner and shall require all employees and volunteers of Contractor and its subcontractors who perform work on site and who have contact with students to have passed a criminal history background check current within the last year. Additionally, Contractor shall comply with all other related requirements of State of Texas and federal laws and applicable regulations as such laws and regulations may exist throughout the term of this Contract. Contractor shall furnish the results of such background checks to Owner upon request.

§ 19.2 All individuals or entities entering into a contract with Owner must adhere to the following applicable Texas laws as they pertain to their individual type of ownership:

§ 19.2.1 Corporations (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the

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corporation charter is current and all Texas Franchise Reports and Taxes are paid.

§ 19.2.2 Partnership and Joint Stock Companies, and Limited Liability Partnerships (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105 - PARTNERSHIPS AND JOINT STOCK COMPANIES, CHAPTER 02N - PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED LIMITED PARTNERSHIP ACT, Article 6132a-1, "Texas Revised Limited Partnership Act". All partners in a partnership must file a "Certificate of Limited Partnership" with the Texas Secretary of State, which shall be made available for inspection upon request.

§ 19.3 Contractor, whether Corporate, Partnership, or Sole Owner, must be current on its SAISD Property Taxes. If commercial personal property is located in the jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22, Section 22.01, of the "TEXAS PROPERTY TAX CODE", and Contractor must be current on all applicable ad valorem taxes owing to Owner.

§ 19.4 Contractor certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntary excluded from covered transactions by any federal department or agency.

§ 19.5 Contractor agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972, as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the Americans with Disabilities Act, as amended.

ARTICLE 20 REFORMATION

§ 20.1 If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be reformed to provide as close to the original intent of the provision as possible while still being enforceable. However, in the event such a reformation is not possible then (i) such provision shall be fully severable; (ii) this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part of this Contract; and (iii) the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract.

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**Instructions to School District Contractors
Regarding Criminal History Background Searches
Under Senate Bill 9**

Senate Bill 9 directs school district contractors/Subcontractors (i.e., Company) to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors/subcontractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Company must contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322

Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that Company is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. Please include:

Company Name
Company Address
Company Phone
Name of Company point of contact
Phone of Company point of contact
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After the Company signs the DPS User Agreement for FACT, DPS will provide the Company with a revised *FAST Fingerprint Pass* that Company will have to provide to its employees and applicants. Company's employees and applicants will use that *FAST Fingerprint Pass* when scheduling their FAST fingerprinting.

CRIMINAL HISTORY RECORD CERTIFICATION

Section 22.0834 of the Texas Education Code requires an entity contracting with the District and/or a subcontractor of the entity to obtain criminal history record information regarding covered employees and to certify to the District that it has done so. Covered employees with disqualifying criminal history are prohibited from providing services at the District.

The Following Definitions Apply to these Certifications:

"Criminal history record information" means, in accordance with the Texas Government Code, §411.082(2), information collected about a person by the Texas Department of Public Safety, a law enforcement or a criminal justice agency, or a private entity governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) that consists of identifiable descriptions and notations of arrests, detentions, indictments, informations, and other formal criminal charges and their dispositions. As may be required by Section 22.0834 of the Education Code, criminal history record information includes national criminal history record information from the Fingerprint-based Applicant Clearinghouse of Texas.

"Continuing duties" means work duties that are performed pursuant to a contract to provide services to the District on a regular, repeated basis.

"Contractor" means an entity, including a government entity and an individual independent contractor, which contracts or agrees with the District by written agreement or verbal understanding to provide services through individuals who receive compensation. However, when conducting an investigation or intervention regarding an alleged crime or act of child abuse on a school campus, a law enforcement agency or the Department of Family and Protective Services is not a Contractor, and the investigator or intervener is not a covered employee.

"Covered employees" means employees, agents, or subcontractors of Contractor or Subcontractor who has or will have: (a) continuing duties related to the contracted services, and (b) direct contact with students. However, a student of the District is not a covered employee.

"Direct contact with students" means the contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. The District will be the final arbiter of what constitutes direct contact with students.

"Disqualifying criminal history" means 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) a felony offense under Texas Penal Code Title 5, Offenses Against Persons; (b) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; (c) an equivalent offense under federal law or the laws of another state; or (d) any conviction or other criminal history information of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under section 21.060 of the Texas Education Code.

"Subcontractor" means an entity, including a government entity and an individual independent contractor, which contracts or agrees with Contractor by written agreement or verbal understanding to provide services through individuals who receive compensation.

The Undersigned Contractor Agrees to Comply with the Following Obligations:

1. Contractor shall obtain all criminal history record information required by Texas Education Code Chapter 22 regarding its covered employees. Contractor shall obtain such information before performance under the agreement with District, at least annually thereafter during the term of the agreement, and at any time new covered employees are to be assigned to perform under the agreement.

2. Before beginning performance under the agreement with District, Contractor shall provide written certification to the District that Contractor has received all criminal history record information related to covered employees.

3. Contractor shall obtain or shall otherwise require its Subcontractors to obtain all criminal history record information required by Texas Education Code Chapter 22 regarding Subcontractor's covered employees. Contractor complies with this requirement if Contractor obtains a written statement from each Subcontractor certifying that Subcontractor has obtained the required criminal history record information for Subcontractor's covered employees and Subcontractor has obtained certification from each and any of the Subcontractor's subcontractors. Subcontractor shall obtain such information before performance under the agreement between Contractor and District, at least annually thereafter during the term of the agreement, and at any time new covered employees are to be assigned to perform under the agreement.

4. Contractor shall not permit or assign any covered employee with a disqualifying criminal history to perform under the agreement at a District school or wherever District students are present. If Contractor receives information that a covered employee has a reported disqualifying criminal history, Contractor will immediately remove the covered employee from performing under the agreement and notify the District of such removal in writing within three calendar days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services under the agreement.

5. If Contractor or Subcontractor has taken precautions or imposed conditions to ensure that the employees of Contractor or of any Subcontractor do not become covered employees, Contractor shall ensure that these precautions or conditions continue throughout the term of the agreement.

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6. Contractor shall assume all expenses associated with obtaining criminal history record information.

7. Upon request by District, Contractor shall provide, in writing, updated certifications and the names and any other requested information regarding covered employees so that the District may inspect or obtain the criminal history record information on the covered employees.

Contractor's Certifications (check applicable box)

On behalf of _____ ("Contractor"), the undersigned certifies that none of Contractor's or Subcontractor's employees are covered employees. The undersigned further certifies that Contractor shall continue throughout the term of the agreement its or Subcontractor's precautions or imposed conditions to ensure that employees do not become covered employees (attach each Subcontractor's written certification).

On behalf of Mobile Modular Management Corp ("Contractor"), the undersigned certifies that all criminal history record information required by Texas Education Code Chapter 22 regarding Contractor's covered employees and covered employees of its Subcontractors has been obtained and that none of Contractor's or Subcontractor's covered employees have a disqualifying criminal history. The undersigned further certifies that Contractor shall continue throughout the term of the agreement its or Subcontractor's precautions or imposed conditions to ensure that other employees do not become covered employees. In support hereof, Contractor further certifies to the following (check applicable box):

For each and any Subcontractor providing services under the agreement (see Subcontractor Identification Information form(s)), Contractor obtained the criminal history record information for all of Subcontractor's covered employees.

Or

Contractor obtained each Subcontractor's written statement in which Subcontractor certifies that it has obtained the required criminal history record information for Subcontractor's covered employees and that Subcontractor obtained certification from each and any of the Subcontractor's subcontractors (attach each Subcontractor's written certification).

Noncompliance by Contractor or a Subcontractor with the foregoing obligations or certifications is grounds for disqualifying the Contractor from an award or termination of the agreement between Contractor and District.

Contractor's Name: Mobile Modular Mngmt Corp Authorized Representative's Name/Title: Paul Credence Director Central Region
Address: 4400 E. Sam Houston Pkwy S City, State, Zip Code: Richard TX 77501
Email (PLEASE TYPE EMAIL): Paul.Credence@mmcorp.com
Authorized Representative's Signature: [Signature] Date: 5/22/19
Tele. No. (800 # if available) 713-278-3525 Fax No. _____

Revised: February 17, 2015

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Subcontractor's Certification

Contractor: _____

Service to be provided: _____

Section 22.0834 of the Texas Education requires an entity contracting with the District and/or a subcontractor of the entity to obtain criminal history record information regarding covered employees and to certify to the District that it has done so. Covered employees with disqualifying criminal history are prohibited from providing services at the District. Relative to the Contractor and service identified above, Subcontractor certifies as follows (check the applicable box):

[] On behalf of _____ ("Subcontractor"), the undersigned certifies that none of Subcontractor's employees are covered employees. The undersigned further certifies that Subcontractor shall continue throughout the term of the agreement between Contractor and the San Antonio ISD the precautions or imposed conditions to ensure that Subcontractor's employees do not become covered employees.

[] On behalf of _____ ("Subcontractor"), the undersigned certifies that all criminal history record information required by Texas Education Code Chapter 22 regarding Subcontractor's covered employees and covered employees of its subcontractors has been obtained and that none of Subcontractor's or its subcontractor's covered employees have a disqualifying criminal history. The undersigned further certifies that Subcontractor shall continue throughout the term of the agreement between Contractor and the San Antonio ISD the precautions or imposed conditions to ensure that Subcontractor's other employees do not become covered employees.

Noncompliance by Subcontractor with the foregoing obligations or certifications is grounds for disqualifying the Contractor from an award or termination of the agreement between Contractor and District.

Subcontractor's Name: _____ Authorized Representative's Name/Title: _____

Address: _____ City, State, Zip Code: _____

Email: _____ Tel. No. _____ Fax No. _____

Authorized Representative's Signature: _____ Date: _____

The Following Definitions Apply to these Certifications:

"Criminal history record information" means, in accordance with the Texas Government Code, §411.082(2), information collected about a person by the Texas Department of Public Safety, a law enforcement or a criminal justice agency, or a private entity governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) that consists of identifiable descriptions and notations of arrests, detentions, indictments, informations, and other formal criminal charges and their dispositions. As may be required by Section 22.0834 of the Education Code, criminal history record information includes national criminal history record information from the Fingerprint-based Applicant Clearinghouse of Texas.

"Direct contact with students" means the contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. The District will be the final arbiter of what constitutes direct contact with students.

"Continuing duties" means work duties that are performed pursuant to a contract to provide services to the District on a regular, repeated basis.

"Disqualifying criminal history" means 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) a felony offense under Texas Penal Code Title 5, Offenses Against Persons; (b) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; (c) an equivalent offense under federal law or the laws of another state; or (d) any conviction or other criminal history information of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under section 21.060 of the Texas Education Code.

"Contractor" means an entity, including a government entity and an individual independent contractor, which contracts or agrees with the District by written agreement or verbal understanding to provide services through individuals who receive compensation. However, when conducting an investigation or intervention regarding an alleged crime or act of child abuse on a school campus, a law enforcement agency or the Department of Family and Protective Services is not a Contractor, and the investigator or intervener is not a covered employee.

"Subcontractor" means an entity, including a government entity and an individual independent contractor, which contracts or agrees with Contractor by written agreement or verbal understanding to provide services through individuals who receive compensation.

"Covered employees" means employees, agents, or subcontractors of Contractor or Subcontractor who has or will have: (a) continuing duties related to the contracted services, and (b) direct contact with students. However, a student of the District is not a covered employee.

Revised: February 17, 2015

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LABOR AND WAGE STANDARDS

A. Duty of Payment of Prevailing Wage Rates

The following provisions and/or notices shall be incorporated in all contracts and subcontracts for public work projects performed or awarded by the San Antonio Independent School District in which the establishment of prevailing wage rates is required under §2258.022 of the Texas Government Code, to-wit:

1. A worker is employed on a public work project for purposes of these provisions and notices if the worker is employed by a contractor or subcontractor in the execution of a contract for public work with the San Antonio Independent School District, or any officer or public body of the San Antonio Independent School District. This does not apply, however, to maintenance work.
2. The San Antonio Independent School District requires a worker employed by it, or on behalf of it, to be paid:
 - a. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, as determined by the attached schedule; and
 - b. Not less than the general prevailing rate of per diem wages for legal holiday and overtime work, as determined by this document.
3. A contractor who is awarded a contract by the San Antonio Independent School District, or a subcontractor of the contractor, shall pay not less than the rates determined by the attached schedule as the applicable prevailing wage rate to a worker employed by it in the execution of the contract.
4. A contractor or subcontractor who violates the above provision shall pay to the San Antonio Independent School District the sum of \$60 for each worker employed for each calendar day or part of a day that the worker is paid less than the wage rates stipulated in the contract.
5. The applicable wage rates determined by the attached schedule for applicable workers shall be displayed by the contractor/subcontractor at the job site, in a conspicuous and permanent public place readily and routinely accessible to working men and women, for the duration of the project. In addition, the contractor/subcontractor shall display the contents of the following statement near the display of the wage rate determination notice to employees:

Notice to Laborers/Mechanics

Both the San Antonio Independent School District and the contractor/subcontractor agree that you must be compensated with not less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this job site and as are applicable to the classification of work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over 40 hours in any seven-calendar-day work period, and for any work conducted on New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day, or the calendar days observed as such in any given year.

If you believe that your employer is not paying the posted minimum wage for the type of work you do, you must contact the San Antonio Independent School District at the following address: Construction Services Department, 1702 N. Alamo St., Suite 307, San Antonio, Texas 78215 (Attn: Kamal ElHabr, Wage Monitor), within 60 calendar days of your receipt of any allegedly incorrect wage or benefit check. You are requested to do this as promptly as possible so that you do not waive your potential right of recovery under the provisions of the San Antonio Independent School District contract that governs this project.

Both the San Antonio Independent School District and the contractor/subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits shall be discharged by the employer or in any other manner be discriminated against by the employer for filing such complaint or inquiry.

6. No person employed in the construction or repair of any San Antonio Independent School District construction project shall be induced, by any means, to give up to any contractor/subcontractor or public official or employee any part of the hourly and/or fringe benefit compensation to which he/she is otherwise entitled.
7. A contractor shall cause the wage and labor standard provisions to be inserted in all subcontracts relative to the work, to bind subcontractors to the same wage and labor standards as contained in these and related provisions.

B. Records

1. Contractors and subcontractors shall keep a record, which shall be open at all reasonable hours to inspection by the officers and agents of the San Antonio Independent School District, showing:
 - a. The name, occupation, and social security number of each per diem worker employed by the contractor or subcontractor in the construction of the public work; and
 - b. The actual per diem wages paid to each worker.
2. Appropriate compliance statements and payroll records shall be submitted to the San Antonio Independent School District by the contractors/subcontractors so that compliance with the wage and labor standard provisions of law may be reviewed.
3. A contractor is entitled to rely on a certified payroll report of a subcontractor regarding the payment of all sums due to those working for the subcontractor until the contrary has been determined. The San Antonio Independent School District is entitled to rely on certified payroll reports of a contractor/subcontractor until the contrary has been determined.
4. The contractor and each subcontractor shall prepare payroll records in accordance with instruction furnished by the San Antonio Independent School District. Such records shall be submitted biweekly, but no later than seven working days following completion of the work week being processed. These records shall include certified copies of all payrolls of the contractor and subcontractor. The contractor shall be responsible for the submission of payroll from all subcontractors. Each such payroll submittal shall be on forms approved by the San Antonio

Independent School District. The records shall be sent to the following San Antonio Independent School District location: Construction Services Department, 1702 N. Alamo St., Suite 307, San Antonio, Texas 78215 (Attn: Kamal ElHabr, Wage Monitor).

5. Copies of payroll submittals and basic supporting payroll records of the contractors/subcontractors accounting for all laborers/mechanics employed under the work covered by the contract shall be maintained by the District during the course of the work and preserved for a period of one year after substantial completion of the project.

C. Enforcement

• Complaints

1. The SAISD and its agents and/or officers shall:
 - c. Take cognizance of complaints of posted wage violations made in writing by the affected worker to the Wage Monitor; and
 - d. Withhold money forfeited or required to be withheld under these provisions and notices from the payments to the contractor under the contract, except that the San Antonio Independent School District may not withhold money from other than the final payment without a determination by the SAISD Board of Trustees that there is good cause to believe that the contractor has violated these provisions and notices.
2. Employees of contractors/subcontractors may be periodically randomly interviewed, as may be required by the San Antonio Independent School District, for purposes of investigating compliance complaints.
3. The contractor/subcontractor shall allow job site entry of San Antonio Independent School District personnel at all times (after presenting proper identification to the job site superintendent or representative). The contractor/subcontractor shall allow project employees to be separately and confidentially interviewed at random for a reasonable duration of time by the San Antonio Independent School District representative(s) to facilitate compliance complaints determinations regarding adherence by the contractor/subcontractor to the wage and labor standards established by the SAISD.
4. On receipt of information by a worker concerning an alleged violation of these provisions and notices by a contractor or subcontractor, the Wage Monitor shall make an initial determination as to whether good cause exists to believe that the violation occurred.
5. Claims and disputes not promptly and routinely settled by the contractor/subcontractor and worker pertaining to wage rates, or to job classifications of labor employed upon the work covered by these provisions, shall be reported by the worker within 60 calendar days of the worker's receipt of any allegedly incorrect classification, wage, or benefit. Workers shall report any such irregularities to the San Antonio Independent School District for investigation. Claims and disputes reported by the worker to the San Antonio Independent School District within the specified time period may be considered by the Wage Monitor. The San Antonio Independent School District may pursue contractual rights it may have against the contractor/subcontractor for breach of contract and other sanctions available to enforce the labor and wage provisions.
6. The Wage Monitor shall make its determination regarding a complaint within 60 days after the date the Wage Monitor receives the information.
7. The Wage Monitor shall notify, in writing, the contractor or subcontractor, and any affected worker, of its initial determination.

• **Arbitration**

1. An issue relating to an alleged violation of the provisions and notices herein, including a penalty owed to the San Antonio Independent School District or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224, *et seq.*, Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the Wage Monitor makes its initial determination as to whether good cause exists to believe that a violation has occurred. If the persons required to arbitrate under this provisions do not agree on an arbitrator before the 11th day after the date that arbitration is required above, a District Court shall appoint an arbitrator on the petition of any of the parties; except, however, the SAISD Board of Trustees and its employees, representatives and consultants shall not be a party in the arbitration.
2. If an arbitrator determines that a prevailing wage rate requirement has been violated hereunder, the arbitrator shall assess and award against the contractor or subcontractor the following penalties and/or amounts:
 - a. Penalties as provided by section §2258.023 of the Texas Government Code, previously set out in Paragraph 4 herein; and
 - b. All amounts owed to the affected worker.
3. An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs shall be shared equally by the parties; except, however, the SAISD Board of Trustees and its employees, representatives and consultants shall not be considered a party in the arbitration.
4. A decision and award of the arbitrator is final and binding on all parties and may be enforced in any Court of competent jurisdiction.

• **Payment by SAISD to Worker; Action to Recover Payment**

1. The SAISD shall use any amounts retained by it under these provisions and notices to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate, as provided in the arbitrator's award.
2. The SAISD may adopt rules, orders, or resolutions relating to the manner in which a reimbursement herein is made.
3. If the amounts retained by the SAISD under these provisions and notices are not sufficient for the SAISD to pay the worker the full amount owed, the worker shall have the right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs, in accordance with §2258.056 of the Texas Government Code.

• **Withholding by Contractor**

1. A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by the San Antonio Independent School District because the subcontractor violated the requirement for the payment of prevailing wage rates hereunder.
2. If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor, or sue the subcontractor or the

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subcontractor's surety for the amount withheld from the contractor by the SAISD because of the subcontractor's violation.

• **Criminal Offense**

1. A contractor or subcontractor of a public work under Chapter 2258 of the Texas Government Code commits an offense if the person violates the record-keeping requirements as set out in §2258.024 of the Texas Government Code.

D. Payroll and Overtime

1. All per diem laborers/ mechanics shall be paid, not less than weekly, the full amount of wages due (*minimum hourly base pay and minimum hourly fringe benefit contribution, if any, for all hours worked, including overtime*) for the immediate preceding pay period. Only payroll deductions as are mandated by State and/or Federal law, and those legal deductions previously approved in writing by the worker, or as are otherwise permitted by State and/or Federal law, may be withheld by the contractor/subcontractor.
2. No contractor/subcontractor shall require or permit any laborers or mechanics in any seven-calendar-day work period to work in excess of 40 hours in such work period, unless such worker receives compensation at a rate not less than one and one-half times the basic hourly rate of pay for all hours worked in excess of 40 hours. Fringe benefits must be paid for straight time and overtime; however, fringe benefits shall not be included when computing the overtime rate.
3. The contractor/subcontractor may pay a minimum hourly cash equivalent of minimum hourly fringe benefits listed in the attached schedule in lieu of the contribution of benefits to an IRS-recognized fringe benefit plan for all hours worked, including overtime work. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the attached schedule.
4. If a laborer/mechanic is employed in the normal course and scope of his/her work on the job site on New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day, or the calendar days observed as such in any given year, work performed shall be paid for at no less than one and one-half times the regular minimum hourly base pay, regardless of the total number of hours the laborer/mechanic has accumulated during the pay period.

E. Missing Workers Fund

1. If the San Antonio Independent School District determines that a worker has been underpaid or not paid in accordance with the provisions hereof, if the worker cannot be located by the contractor or the San Antonio Independent School District after diligent efforts to accomplish same, such unpaid or underpaid wages shall be reserved by the San Antonio Independent School District in a special "missing workers account" established by the San Antonio Independent School District for such employees. If, after one year from the final acceptance of the project by the District, a worker still cannot be located, in order that the San Antonio Independent School District may make effective interim reuse of the money, such wages and any associated liquidated damages may be used to defray actual costs incurred by the San Antonio Independent School District in attempting to locate said worker; and any remaining monies may then revert back to the San Antonio Independent School District's original funding source for the project.

F. Worker's Compensation Insurance

1. The Texas Labor Code requires workers' compensation insurance for all persons providing services on a building or construction project. The San Antonio Independent School District requires the prime contractor to:
 - e. Provide certificates of coverage for the contractor's employees to the Purchasing Department;

- f. Provide a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;
- g. Retain copies of the above certificates of coverage for the duration of the project, plus one year;
- h. Notify the San Antonio Independent School District, in writing, by Certified Mail or personal delivery, within ten days after the contractor knew or should have known of any changes that materially affect the coverage of any person providing services on the project;
- i. Provide a new certificate of coverage showing extension of coverage, before the end of the current coverage period, if the current certificate ends during the duration of the project;
- j. Obtain and provide new certificates of coverage for each person providing services on a project whose current certificate ends during the duration of the project, no later than seven days after the expiration of the current coverage; and
- k. Post a notice on each project site, in the text, form, and manner prescribed by the TWCC, 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.

Persons providing "services" on the project include all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, and owner-operators. "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.

G. Non-Discrimination

- f. No laborers or mechanics to whom the wage, salary, or other labor standard provisions referred to herein are applicable shall be discharged or in any other manner discriminated against by the contractor/subcontractor because such employee has filed any formal inquiry or complaint, or instituted or caused to be instituted any legal or equitable proceeding, or has testified or is about to testify in any such proceeding under or relating to the wage and labor standards applicable under the public work project.

II. General Provisions

- f. Any person employed by the contractor/subcontractor in the construction or repair of any District public work project who is proven to have knowingly and willingly falsified, concealed, or covered up, by any deceptive trick, scheme, or device, a material fact, or made any false, fictitious statement or representation, or made or used any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be permanently removed from the job site by the contractor/subcontractor.

I. Apprentices/Helpers

- f. Apprentices and helpers shall be permitted to work at less than the predetermined rate for the work performed when they are employed on District projects. The allowable ratio of apprentices and helpers to journeymen in any craft classification shall not be greater than the ratio permitted by the City of San Antonio Code requirements for that specific craft classification. The contractor/subcontractor agrees that apprentices and helpers shall be paid not less than the appropriate apprenticeship percentage of journeyman's rate contained in the attached schedule.

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BUILDING CONSTRUCTION RATE: The term "building construction" includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies. Also included is the installation of utilities, machinery, and equipment within five feet of the building line – both above and below the grade level, as well as the incidental grading and paving.

BUILDING CONSTRUCTION WORK CLASSIFICATION	PREVAILING WAGE RATES		
	BASE	FRINGE BENEFITS	TOTAL
Acoustical Ceiling Installer	\$ 16.42	0	\$ 16.42
Air Conditioning Mechanic	\$ 20.16	\$ 3.43	\$ 23.59
Asbestos Worker (Abatement)	\$ 10.75	0	\$ 10.75
Bricklayer/Stone Mason	\$ 22.15	0	\$ 22.15
Bricklayer/Stone Mason Helper	\$ 11.08	0	\$ 11.08
Carpenter, Form	\$ 13.63	0	\$ 13.63
Carpenter, Trim and Finish	\$ 16.86	\$ 4.17	\$ 21.03
Carpenter, Trim and Finish Helper	\$ 10.75	\$ 4.17	\$ 14.92
Ceramic Tile Installer	\$ 13.79	\$ 2.07	\$ 15.86
Concrete Finisher	\$ 16.42	0	\$ 16.42
Drywall Installer	\$ 15.18	0	\$ 15.18
Drywall Taper	\$ 13.81	0	\$ 13.81
Electrician	\$ 20.39	\$ 3.04	\$ 23.43
Electrician Helper	\$ 15.55	0	\$ 15.55
Electronic Technician	\$ 11.00	\$ 2.64	\$ 13.64
Elevator Installer	\$ 34.90	0	\$ 34.90
Floor Layer, Resilient	\$ 14.95	0	\$ 14.95
Floor Layer, Resilient Helper	\$ 10.75	0	\$ 10.75
Floor Layer, Carpet	\$ 17.22	0	\$ 17.22
Floor Layer, Carpet Helper	\$ 10.75	0	\$ 10.75
Glazier	\$ 18.21		\$ 18.21
Ironworker, Reinforcing	\$ 10.75	\$ 3.57	\$ 14.32
Ironworker, Structural	\$ 21.30	\$ 5.95	\$ 27.25
Laborer, Skilled	\$ 11.88	0	\$ 11.88
Laborer, Unskilled	\$ 10.75	0	\$ 10.75
Lathers	\$ 15.25	0	\$ 15.25
Operator, Crane	\$ 12.95	\$ 3.30	\$ 16.25
Operator Backhoe	\$ 15.98	0	\$ 15.98
Operator, Forklift	\$ 12.50	0	\$ 12.50
Operator, Front End Loader	\$ 14.56	\$ 0.84	\$ 15.40
Painter	\$ 13.07	0	\$ 13.07
Painter Helper	\$ 10.75	0	\$ 10.75
Pipefitter	\$ 21.06	\$ 4.13	\$ 25.19
Plasterer	\$ 17.90	0	\$ 17.90
Plasterer Helper	\$ 10.75	0	\$ 10.75
Plumber	\$ 22.18	\$ 1.37	\$ 23.53
Plumber Helper	\$ 10.75	\$ 1.37	\$ 12.12
Roofer	\$ 15.98	0	\$ 15.98
Sheetmetal Worker (Duct Work)	\$ 18.98	\$ 5.51	\$ 24.47
Sheetmetal Worker (Other)	\$ 11.62	0	\$ 11.62
Sprinkler Fitter	\$ 28.18	0	\$ 28.18
Truck Driver	\$ 12.39	\$ 1.18	\$ 13.57
Welder, Certified Pipe	\$ 24.14	0	\$ 24.14
Welder, Structural	\$ 19.71	0	\$ 19.71

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Rev.4/17Note: Building construction rates apply up to five feet outside the building line. All rates for work performed beyond this point shall be specified under Highway Construction.

All published rates are journeyman rates, except where helper classifications have been noted.

SITWORK, PAVING, AND UTILITY CONSTRUCTION: The term "sitework, paving, and utility construction" includes the installation of utilities, machinery, and equipment beyond five feet outside the building line – both above and below grade level, as well as incidental grading and paving.

SITWORK, PAVING, AND UTILITY CONSTRUCTION WORK CLASSIFICATION	PREVAILING WAGE RATES		
	BASE	FRINGE BENEFITS	TOTAL
Carpenter, Rough	\$ 14.90	0	\$ 14.90
Form Setter (Structures)	\$ 13.63	0	\$ 13.63
Laborer, Common	\$ 12.00	0	\$ 12.00
Laborer, Utility	\$ 10.75	0	\$ 10.75
Mechanic	\$ 15.87	\$ 2.90	\$ 18.77
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (Less than 1.5 C.Y.)	\$ 16.67	0	\$ 16.67
Motor Grader Operator, Fine Grade	\$ 13.79	0	\$ 13.79
Reinforcing Steel Setter (Structures)	\$ 13.11	0	\$ 13.11
Truck Driver, Single Axle, Light	\$ 10.75	0	\$ 10.75

Note: Building construction rates apply up to five feet outside the building line. All rates for work performed beyond this point shall be specified under Highway Construction.

All published rates are journeyman rates, except where helper classifications have been noted.

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Purchase of Dell Servers and Services

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Evangelina Mendoza, Interim Chief Technology Officer

PRESENTER: Evangelina Mendoza

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the purchase of Dell servers and services. This purchase will provide virtualized compute services to students and staff from a second data center. With this added expansion, data center compute services will have a resilient and expandable infrastructure serving students and staff from two locations.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the purchase that will provide virtualized compute services to students and staff from a second data center, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

671-53-6***-**-950-99-H-52; \$217,085.66

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

C13-C, QUOTE COMPARISON - GOODS AND/OR SERVICES

Requestor Name: _____
 Submission Date: _____

Department Name: _____
 Description of Good/Service: _____

			Company		Company		Company	
Provider Name:								
Sales Representative/Contact:								
Phone:								
Quote Date:								
Other Information: (Bid, Contract, Cooperative)								
Description	Qty	Unit Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total
Total:								
Recommended Provider (✓):								

*Additional information for pricing may be attached to this form.

Basis of Award (Check One):

- Lowest Price Proposal
- Best Value (Please provide Vendor selection justification below i.e. additional services, free delivery, etc.)

Department Head/Principal Signature: _____
Signature Date

Authorized Purchasing Agent Signature: _____
Signature Date

NOTE: This form is required to compare pricing for purchases valued under \$10,000 from a minimum of **one (1)** "Bid Vendors", if available, and **two (2)** "Bid Vendors" for purchases between \$10,000-\$49,999 or **three (3)** bids from "Non-Bid Vendors" if no contract is available. For a list of Board Approved contracts, click here <https://livesaisd.sharepoint.com/sites/purchasing/Awarded%20Memos>.

Please attach Company quotes on current letterhead with this form. Ref. SAISD Admin Procedure C-13.



Quote

Date	Quote #
28-Sep-22	SAISD_092822_R750_MultiConfig_UDI

*Quote expires on 10/29

Bill To: SAISD Accounts Payable 514 W Quincy Street San Antonio, TX 78212 (210) 554-8640 DIR-TSO-3763	Ship To: Central Office - SAISD 514 W Quincy Street San Antonio, TX 78212 Attn: INFORMATION TECHNOLOGY (210) 244-2964	Account Executive Suzanne Lipari 10595 Westoffice Drive Houston, TX 77042 (321) 276-0298
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Item SKU	Description	Qty	Unit List Price (USD)	Customer Discounted Unit Price (USD)	Customer Discounted Total Price (USD)
PowerEdge R750 - Pro w/GPU					
HARDWARE					
210-AYCG	PowerEdge R750 Server	2	\$3,600.00	\$1,008.00	\$2,016.00
461-AAIG	Trusted Platform Module 2.0 V3	2	\$99.00	\$27.72	\$55.44
321-BGFC	2.5" Chassis with up to 24 SAS/SATA Drives	2	\$940.00	\$263.20	\$526.40
338-CBJX	Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200	4	\$3,289.00	\$920.92	\$3,683.68
412-AAVC	Heatsink for 2 CPU with GPU configuration	2	\$199.00	\$55.72	\$111.44
405-AAZB	PERC H755 SAS Front	2	\$1,739.00	\$486.92	\$973.84
750-ADGJ	Very High Performance Fan x6	2	\$289.00	\$80.92	\$161.84
450-AJEV	Dual, Hot-Plug, Power Supply 2400W Redundant, D Mixed Mode	2	\$2,309.00	\$646.52	\$1,293.04
330-BBRX	Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable	2	\$549.00	\$153.72	\$307.44
540-BCRX	Broadcom 57504 Quad Port 10/25GbE, SFP28, OCP NIC 3.0	2	\$889.00	\$248.92	\$497.84
490-BGRO	GPU Ready Configuration Cable Install Kit R750	2	\$39.00	\$10.92	\$21.84
325-BEBV	PowerEdge 2U LCD Bezel	2	\$169.00	\$47.32	\$94.64
770-BBBQ	ReadyRails Sliding Rails	2	\$149.00	\$41.72	\$83.44
770-BDRQ	Cable Management Arm, 2U	2	\$69.00	\$19.32	\$38.64
481-BBFG	PowerEdge R750 Shipping Material	2	\$49.00	\$13.72	\$27.44
370-AEVP	64GB RDIMM, 3200MT/s, Dual Rank	32	\$3,399.00	\$951.72	\$30,455.04
400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	4	\$799.00	\$223.72	\$894.88
450-AEJI	C19 to C20, PDU Style, 2.5M Power Cord	4	\$20.00	\$5.60	\$22.40
540-BBUJ	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height	4	\$709.00	\$198.52	\$794.08
PowerEdge R750 - Pro w/GPU Hardware Sub-Total					\$42,059.36
SOFTWARE					
528-BIYY	OpenManage Enterprise Advanced	2	\$299.00	\$83.72	\$167.44
528-CRVW	iDRAC9 Datacenter 15G	2	\$689.00	\$192.92	\$385.84
634-BYKB	Windows Server 2022 Datacenter, 16CORE, Secondary OS, No MEDIA, Unlimited VMs	2	\$6,730.00	\$1,884.40	\$3,768.80
634-BYJQ	Windows Server 2022/2019 Datacenter Edition, Add License, 16CORE, NO MEDIA/KEY	2	\$6,730.00	\$1,884.40	\$3,768.80
528-CKCT	VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 3 Year License and Maintenance	4	\$8,330.00	\$2,332.40	\$9,329.60
PowerEdge R750 - Pro w/GPU Software Sub-Total					\$17,420.48
SUPPORT					
852-7274	Dell Hardware Limited Warranty Plus Onsite Service	2	\$249.00	\$75.95	\$151.90
852-7277	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	2	\$1,638.00	\$499.59	\$999.18
852-7283	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years	2	\$6,098.00	\$1,859.89	\$3,719.78
852-7301	Extended ProSupport Mission Critical 7x24 Technical Support and Assistance 7 Years	2	\$3,461.00	\$1,055.61	\$2,111.22
PowerEdge R750 - Pro w/GPU Support Sub-Total					\$6,982.08

PowerEdge R750 - Pro					
HARDWARE					
210-AYCG	PowerEdge R750 Server	2	\$3,600.00	\$1,008.00	\$2,016.00
461-AAIG	Trusted Platform Module 2.0 V3	2	\$99.00	\$27.72	\$55.44
321-BGFC	2.5" Chassis with up to 24 SAS/SATA Drives	2	\$940.00	\$263.20	\$526.40
338-CBXJ	Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200	4	\$3,289.00	\$920.92	\$3,683.68
412-AAVC	Heatsink for 2 CPU with GPU configuration	2	\$199.00	\$55.72	\$111.44
405-AAZB	PERC H755 SAS Front	2	\$1,739.00	\$486.92	\$973.84
750-ADGK	Standard Fan x6	2	\$99.00	\$27.72	\$55.44
450-AJHG	Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	2	\$1,399.00	\$391.72	\$783.44
330-BBRX	Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable	2	\$549.00	\$153.72	\$307.44
540-BCRX	Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0	2	\$889.00	\$248.92	\$497.84
325-BEBV	PowerEdge 2U LCD Bezel	2	\$169.00	\$47.32	\$94.64
770-BBBQ	ReadyRails Sliding Rails	2	\$149.00	\$41.72	\$83.44
770-BDRQ	Cable Management Arm, 2U	2	\$69.00	\$19.32	\$38.64
481-BBFG	PowerEdge R750 Shipping Material	2	\$49.00	\$13.72	\$27.44
370-AEVP	64GB RDIMM, 3200MT/s, Dual Rank	32	\$3,399.00	\$951.72	\$30,455.04
400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	4	\$799.00	\$223.72	\$894.88
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	4	\$20.00	\$5.60	\$22.40
540-BBUJ	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height	4	\$709.00	\$198.52	\$794.08
PowerEdge R750 - Pro Hardware Sub-Total					\$41,421.52
SOFTWARE					
528-BIYY	OpenManage Enterprise Advanced	2	\$299.00	\$82.23	\$164.46
528-CRVW	iDRAC9 Datacenter 15G	2	\$689.00	\$189.48	\$378.96
634-BYKB	Windows Server 2022 Datacenter,16CORE,Secondary OS,No MEDIA,Unlimited VMs	2	\$6,730.00	\$1,850.75	\$3,701.50
634-BYJQ	Windows Server 2022/2019 Datacenter Edition,Add License,16CORE,NO MEDIA/KEY	2	\$6,730.00	\$1,850.75	\$3,701.50
528-CKCT	VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 3 Year License and Maintenance	4	\$8,330.00	\$2,290.75	\$9,163.00
PowerEdge R750 - Pro Software Sub-Total					\$17,109.42
SUPPORT					
852-7274	Dell Hardware Limited Warranty Plus Onsite Service	2	\$249.00	\$79.68	\$159.36
852-7277	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	2	\$1,638.00	\$524.16	\$1,048.32
852-7283	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended	2	\$6,098.00	\$1,951.36	\$3,902.72
852-7301	ProSupport Mission Critical 7x24 Technical Support and Assistance 7 Years	2	\$3,461.00	\$1,107.52	\$2,215.04
PowerEdge R750 - Pro Support Sub-Total					\$7,325.44
PowerEdge R750 - Pro w/vCenter					
HARDWARE					
210-AYCG	PowerEdge R750 Server	1	\$3,600.00	\$1,008.00	\$1,008.00
461-AAIG	Trusted Platform Module 2.0 V3	1	\$99.00	\$27.72	\$27.72
321-BGFC	2.5" Chassis with up to 24 SAS/SATA Drives	1	\$940.00	\$263.20	\$263.20
338-CBXJ	Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200	2	\$3,289.00	\$920.92	\$1,841.84
412-AAVC	Heatsink for 2 CPU with GPU configuration	1	\$199.00	\$55.72	\$55.72
405-AAZB	PERC H755 SAS Front	1	\$1,739.00	\$486.92	\$486.92
750-ADGK	Standard Fan x6	1	\$99.00	\$27.72	\$27.72
450-AJHG	Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	1	\$1,399.00	\$391.72	\$391.72
330-BBRX	Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable	1	\$549.00	\$153.72	\$153.72
540-BCRX	Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0	1	\$889.00	\$248.92	\$248.92
325-BEBV	PowerEdge 2U LCD Bezel	1	\$169.00	\$47.32	\$47.32
770-BBBQ	ReadyRails Sliding Rails	1	\$149.00	\$41.72	\$41.72
770-BDRQ	Cable Management Arm, 2U	1	\$69.00	\$19.32	\$19.32

481-BBFG	PowerEdge R750 Shipping Material	1	\$49.00	\$13.72	\$13.72
370-AEVP	64GB RDIMM, 3200MT/s, Dual Rank	16	\$3,399.00	\$951.72	\$15,227.52
400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	2	\$799.00	\$223.72	\$447.44
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	2	\$20.00	\$5.60	\$11.20
540-BBUJ	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height	2	\$709.00	\$198.52	\$397.04
PowerEdge R750 - Pro w/vCenter Hardware Sub-Total					\$20,710.76
SOFTWARE					
528-BIYY	OpenManage Enterprise Advanced	1	\$299.00	\$91.20	\$91.20
528-CRVW	iDRAC9 Datacenter 15G	1	\$689.00	\$210.15	\$210.15
634-BYKB	Windows Server 2022 Datacenter,16CORE,Secondary OS,No MEDIA,Unlimited VMs	1	\$6,730.00	\$2,052.65	\$2,052.65
634-BYJQ	Windows Server 2022/2019 Datacenter Edition,Add License,16CORE,NO MEDIA/KEY	1	\$6,730.00	\$2,052.65	\$2,052.65
528-CKCR	VMware vCenter Server 7 Standard for vSphere 7 (Per Instance), 3 Year Lic and Sub	1	\$14,300.00	\$4,361.50	\$4,361.50
528-CKCT	VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 3 Year License and Maintenance	2	\$8,330.00	\$2,540.65	\$5,081.30
PowerEdge R750 - Pro w/vCenter Software Sub-Total					\$13,849.45
SUPPORT					
852-7274	Dell Hardware Limited Warranty Plus Onsite Service	1	\$249.00	\$80.93	\$80.93
852-7277	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	1	\$1,638.00	\$532.35	\$532.35
852-7283	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended	1	\$6,098.00	\$1,981.85	\$1,981.85
852-7301	ProSupport Mission Critical 7x24 Technical Support and Assistance 7 Years	1	\$3,461.00	\$1,124.83	\$1,124.83
PowerEdge R750 - Pro w/vCenter Support Sub-Total					\$3,719.96
NVIDIA					
HARDWARE					
490-BHES	NVIDIA Ampere A16, PCIe, 250W, 64GB Passive, Double Wide, Full Height GPU	2	\$10,119.00	\$4,329.57	\$8,659.14
NVIDIA Hardware Sub-Total					\$8,659.14
SOFTWARE					
AA787777	NVIDIA RTX vWS Bundle Perpetual License Plus 5yr RTX vWS SUMS, 1CCU	2	\$950.00	\$760.00	\$1,520.00
NVIDIA Software Sub-Total					\$1,520.00
VMWare					
SOFTWARE					
AC019339	DTA VMWARE VIRTUALIZATION HEALTH CHECK SERVICE ENTERPRISE SMALL SUB	1	\$20,854.00	\$19,811.30	\$19,811.30
AC019356	DTA VMWARE 1 WEEK SUBJECT MATTER EXPERT WITHOUT SECURITY REM SVCS	1	\$17,365.00	\$16,496.75	\$16,496.75
VMWare Software Sub-Total					\$36,308.05

Configuration Total	\$217,085.66
Tax	Exempt
Shipping	Included
Total Price	\$217,085.66

SIGNATURE

*** Leasing Options Available*

*** Restocking Fees May Apply if Purchase Order Cancelled*

*** 4% Credit Card Fee Applicable*

*** Payment Terms, Cash Net30 Upon Credit Approval*

*** FOB Destination*

*** Taxes, freight and other fees not included unless otherwise stated.*

*** Returns or exchanges are at the discretion of the Manufacturer.*

*** Order may be delivered in multiple shipments and customer agrees to pay partial payments as product is delivered.*

*** Supplier is acting as a reseller of the Original Equipment Manufacturer (OEM).*

The products sold under this quotation are subject to the terms and conditions provided by the OEM.



We have prepared a quote for you:

SAISD-PowerEdge R750 with VMware

Prepared For:

San Antonio ISD

Prepared By:

Allyse Windham

Copyright 2022 Weaver Technologies LLC. All Rights Reserved

The information contained herein is considered Weaver Technologies LLC, confidential and proprietary information and is solely for the San Antonio ISD Identified above, accordingly, this Agreement is provided San Antonio ISD in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Weaver Technologies LLC. Weaver Technologies, LLC makes no warranties, expressed or implied, in this Agreement.

Components

Purchasing Contracts: No Purchasing Contract

Category	Product Name	Price	Qty	Ext.Price
Software: VMware	VMware Virtualization Health Check Service Enterprise Small VMware Inc. - CON-VS-HC-ENT-S-C Part #: CON-VS-HC-ENTS-C-679	\$21,167.88	1.00	\$21,167.88
Software: VMware	VMware 1 week Subject Matter Expert (without Security) VMware Inc. - CON-1-WK-C Part #: CON-1-WK-C-679	\$16,786.63	1.00	\$16,786.63
Hardware: Dell Enterprise: Server	PowerEdge R750 - PRO w/vCenter PowerEdge R750 - PRO w/vCenter Estimated delivery if purchased today: Aug. 04, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763 Description SKU Quantity PowerEdge R750 Server 210-AYCG - 1 - 2.5 Chassis 379-BDTF - 1 - SAS/SATA Backplane 379-BDSS - 1 - No Rear Storage 379-BDTE - 1 - No GPU Enablement 379-BDSR - 1 - Trusted Platform Module 2.0 V3 461-AAIG - 1 - 2.5" Chassis with up to 24 SAS/SATA Drives 321-BGFC - 1 - Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200 338-CBXJ - 1 - Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200 338-CBXJ - 1 -	\$39,218.07	1.00	\$39,218.07

<p> Additional Processor Selected 379-BDCO - 1 - Heatsink for 2 CPU with GPU configuration 412-AAVC - 1 - Performance Optimized 370-AAIP - 1 - 3200MT/s RDIMMs 370-AEVR - 1 - RAID 1 780-BCDN - 1 - PERC H755 SAS Front 405-AAZB - 1 - Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis 750-ADED - 1 - Performance BIOS Settings 384-BBBL - 1 - UEFI BIOS Boot Mode with GPT Partition 800-BBDM - 1 - Standard Fan x6 750-ADGK - 1 - Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode 450-AJHG - 1 - Riser Config 2, Full Length, 4x16, 2x8 slots, DW GPU Capable 330-BBRW - 1 - R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM 329-BFGT - 1 - OpenManage Enterprise Advanced 528-BIYY - 1 - iDRAC9 Datacenter 15G 528-CRVW - 1 - Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0 540-BCRX - 1 - PowerEdge 2U LCD Bezel 325-BEBV - 1 - Dell EMC Luggage Tag 350-BCED - 1 - Assembly BOSS Blank 329-BERC - 1 - No Quick Sync 350-BBYX - 1 - iDRAC,Factory Generated Password 379-BCSF - 1 - iDRAC Group Manager, Disabled 379-BCQY - 1 - VMware ESXi 7.0 U3 Embedded Image (License Not Included) 634-BWZG - 1 - Windows Server 2022 Datacenter,16CORE,Digitally Fulfilled Recovery Image, Multi Language 528-CSCT - 1 - Windows Server 2022 Datacenter,16CORE,Secondary OS,Media Kit, Multi Language 634-BYLT - 1 - Windows Server 2022 Datacenter,No Media,WS2016 DC Downgrade DF Media, Multi Language 528-CSCO - 1 - Windows Server 2022 Datacenter,No Media, WS2016 DC Downgrade w/DVD Media,Multi Lang 634-BYLN - 1 - Windows Server 2022 Datacenter,No Media,WS2019 DC Downgrade DF Media, </p>			
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<p>Multi Language 528-CSCS - 1 - Windows Server 2022 Datacenter, No Media, WS2019 DC Downgrade w/DVD Media, Multi Lang 634-BYLR - 1 - Windows Server 2022 Datacenter, 16CORE, Secondary OS, No MEDIA, Unlimited VMs 634-BYKB - 1 - ReadyRails Sliding Rails 770-BBBQ - 1 - Cable Management Arm, 2U 770-BDRQ - 1 - No Systems Documentation, No OpenManage DVD Kit 631-AACK - 1 - PowerEdge R750 Shipping 340-CULS - 1 - PowerEdge R750 Shipping Material 481-BBFG - 1 - PE R750 No CCC or CE Marking 389-DYHD - 1 - Dell/EMC label (BIS) for 2.5" Chassis 389-DYHF - 1 - Custom Configuration 817-BBBB - 1 - Dell Hardware Limited Warranty Plus Onsite Service 852-7274 - 1 - ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years 852-7277 - 1 - ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended 852-7283 - 1 - ProSupport Mission Critical 7x24 Technical Support and Assistance 7 Years 852-7301 - 1 - Dell Limited Hardware Warranty Plus Service, Extended Year(s) 975-3462 - 1 - Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800-945-3355 989-3439 - 1 - Basic Deployment Dell Server R Series 1U/2U 804-6747 - 1 - 64GB RDIMM, 3200MT/s, Dual Rank 370-AEVP - 16 - 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD 400-AXTV - 2 - C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America 492-BBDI - 2 - Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height 540-BBUJ - 2 - Windows Server 2022/2019 Datacenter Edition, Add License, 16CORE, NO MEDIA/KEY 634-BYJQ - 1 - VMware vCenter Server 7 Standard for vSphere 7 (Per Instance), 3 Year Lic and</p>			
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	Sub 528-CKCR - 1 - VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 3 Year License and Maintenance 528-CKCT - 2 -			
Hardware: Dell Enterprise: Server	PowerEdge R750 - Pro w/ GPU PowerEdge R750 - Pro w/ GPU Estimated delivery if purchased today: Aug. 04, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763 Description SKU Quantity PowerEdge R750 Server 210-AYCG - 2 - 2.5 Chassis 379-BDTF - 2 - SAS/SATA Backplane 379-BDSS - 2 - No Rear Storage 379-BDTE - 2 - GPU Enablement 379-BDSQ - 2 - Trusted Platform Module 2.0 V3 461-AAIG - 2 - 2.5" Chassis with up to 24 SAS/SATA Drives 321-BGFC - 2 - Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200 338-CBXJ - 2 - Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200 338-CBXJ - 2 - Additional Processor Selected 379-BDCO - 2 - Heatsink for 2 CPU with GPU configuration 412-AAVC - 2 - Performance Optimized 370-AAIP - 2 - 3200MT/s RDIMMs 370-AEVR - 2 - RAID 1 780-BCDN - 2 - PERC H755 SAS Front 405-AAZB - 2 - Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis 750-ADED - 2 - Performance BIOS Settings 384-BBBL - 2 - UEFI BIOS Boot Mode with GPT Partition 800-BBDM - 2 - Very High Performance Fan x6 750-ADGJ - 2 - Dual, Hot-Plug, Power Supply 2400W Redundant, D Mixed Mode 450-AJEV - 2 -	\$32,665.54	2.00	\$65,331.08

<p>Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable 330-BBRX - 2 - R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM 329-BFGT - 2 - OpenManage Enterprise Advanced 528-BIYY - 2 - iDRAC9 Datacenter 15G 528-CRVW - 2 - Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0 540-BCRX - 2 - GPU Ready Configuration Cable Install Kit R750 490-BGRO - 2 - PowerEdge 2U LCD Bezel 325-BEBV - 2 - Dell EMC Luggage Tag 350-BCED - 2 - Assembly BOSS Blank 329-BERC - 2 - No Quick Sync 350-BBYX - 2 - iDRAC,Factory Generated Password 379-BCSF - 2 - iDRAC Group Manager, Disabled 379-BCQY - 2 - VMware ESXi 7.0 U3 Embedded Image (License Not Included) 634-BWZG - 2 - Windows Server 2022 Datacenter,16CORE,Digitally Fulfilled Recovery Image, Multi Language 528-CSCT - 2 - Windows Server 2022 Datacenter,16CORE,Secondary OS,Media Kit, Multi Language 634-BYLT - 2 - Windows Server 2022 Datacenter,No Media,WS2016 DC Downgrade DF Media, Multi Language 528-CSCO - 2 - Windows Server 2022 Datacenter,No Media, WS2016 DC Downgrade w/DVD Media,Multi Lang 634-BYLN - 2 - Windows Server 2022 Datacenter,No Media,WS2019 DC Downgrade DF Media, Multi Language 528-CSCS - 2 - Windows Server 2022 Datacenter,No Media, WS2019 DC Downgrade w/DVD Media,Multi Lang 634-BYLR - 2 - Windows Server 2022 Datacenter,16CORE,Secondary OS,No MEDIA,Unlimited VMs 634-BYKB - 2 - ReadyRails Sliding Rails 770-BBBQ - 2 - Cable Management Arm, 2U 770-BDRQ - 2 - Fan Foam, HDD 2U 750-ACOM - 2 - No Systems Documentation, No OpenManage DVD Kit 631-AACK - 2 - PowerEdge R750 Shipping 340-CULS - 2 - PowerEdge R750 Shipping Material 481-BBFG - 2 -</p>			
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	<p>PowerEdge Non BIS Marking 389-DYHB - 2 - PE R750 No CCC or CE Marking 389-DYHD - 2 - Custom Configuration 817-BBBB - 2 - Dell Hardware Limited Warranty Plus Onsite Service 852-7274 - 2 - ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years 852-7277 - 2 - ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended 852-7283 - 2 - ProSupport Mission Critical 7x24 Technical Support and Assistance 7 Years 852- 7301 - 2 - Dell Limited Hardware Warranty Plus Service, Extended Year(s) 975-3462 - 2 - Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 989-3439 - 2 - Basic Deployment Dell Server R Series 1U/2U 804-6747 - 2 - 64GB RDIMM, 3200MT/s, Dual Rank 370-AEVP - 32 - 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD 400-AXTV - 4 - C19 to C20, PDU Style, 2.5M Power Cord 450-AEJI - 4 - Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height 540-BBUJ - 4 - Windows Server 2022/2019 Datacenter Edition,Add License,16CORE,NO MEDIA/KEY 634-BYJQ - 2 - VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 3 Year License and Maintenance 528-CKCT - 4 -</p>			
<p>Hardware: Dell Enterprise: Server</p>	<p>PowerEdge R750 - Pro</p> <p>PowerEdge R750 - Pro Estimated delivery if purchased today: Aug. 04, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763</p> <p>Description SKU Quantity PowerEdge R750 Server 210-AYCG - 2 -</p>	<p>\$32,376.38</p>	<p>2.00</p>	<p>\$64,752.76</p>

<p> 2.5 Chassis 379-BDTF - 2 - SAS/SATA Backplane 379-BDSS - 2 - No Rear Storage 379-BDTE - 2 - No GPU Enablement 379-BDSR - 2 - Trusted Platform Module 2.0 V3 461-AAIG - 2 - 2.5" Chassis with up to 24 SAS/SATA Drives 321-BGFC - 2 - Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200 338-CBXJ - 2 - Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200 338-CBXJ - 2 - Additional Processor Selected 379-BDCO - 2 - Heatsink for 2 CPU configuration (CPU greater than or equal to 165W) 412-AAVB - 2 - Performance Optimized 370-AAIP - 2 - 3200MT/s RDIMMs 370-AEVR - 2 - RAID 1 780-BCDN - 2 - PERC H755 SAS Front 405-AAZB - 2 - Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis 750-ADED - 2 - Performance BIOS Settings 384-BBBL - 2 - UEFI BIOS Boot Mode with GPT Partition 800-BBDM - 2 - Standard Fan x6 750-ADGK - 2 - Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode 450-AJHG - 2 - Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable 330-BBRX - 2 - R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM 329-BFGT - 2 - OpenManage Enterprise Advanced 528-BIYY - 2 - iDRAC9 Datacenter 15G 528-CRVW - 2 - Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0 540-BCRX - 2 - PowerEdge 2U LCD Bezel 325-BEBV - 2 - Dell EMC Luggage Tag 350-BCED - 2 - Assembly BOSS Blank 329-BERC - 2 - No Quick Sync 350-BBYX - 2 - iDRAC,Factory Generated Password 379-BCSF - 2 - </p>			
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<p>iDRAC Group Manager, Disabled 379-BCQY - 2 - VMware ESXi 7.0 U3 Embedded Image (License Not Included) 634-BWZG - 2 - Windows Server 2022 Datacenter,16CORE,Digitally Fulfilled Recovery Image, Multi Language 528-CSCT - 2 - Windows Server 2022 Datacenter,16CORE,Secondary OS,Media Kit, Multi Language 634-BYLT - 2 - Windows Server 2022 Datacenter,No Media,WS2016 DC Downgrade DF Media, Multi Language 528-CSCO - 2 - Windows Server 2022 Datacenter,No Media, WS2016 DC Downgrade w/DVD Media,Multi Lang 634-BYLN - 2 - Windows Server 2022 Datacenter,No Media,WS2019 DC Downgrade DF Media, Multi Language 528-CSCS - 2 - Windows Server 2022 Datacenter,No Media, WS2019 DC Downgrade w/DVD Media,Multi Lang 634-BYLR - 2 - Windows Server 2022 Datacenter,16CORE,Secondary OS,No MEDIA,Unlimited VMs 634-BYKB - 2 - ReadyRails Sliding Rails 770-BBBQ - 2 - Cable Management Arm, 2U 770-BDRQ - 2 - No Systems Documentation, No OpenManage DVD Kit 631-AACK - 2 - PowerEdge R750 Shipping 340-CULS - 2 - PowerEdge R750 Shipping Material 481-BBFG - 2 - PE R750 No CCC or CE Marking 389-DYHD - 2 - Dell/EMC label (BIS) for 2.5" Chassis 389-DYHF - 2 - Custom Configuration 817-BBBB - 2 - Dell Hardware Limited Warranty Plus Onsite Service 852-7274 - 2 - ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years 852-7277 - 2 - ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended 852-7283 - 2 - ProSupport Mission Critical 7x24 Technical Support and Assistance 7 Years 852- 7301 - 2 - Dell Limited Hardware Warranty Plus Service, Extended Year(s) 975-3462 - 2 - Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 989-3439 - 2 -</p>			
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	<p>Basic Deployment Dell Server R Series 1U/2U 804-6747 - 2 - 64GB RDIMM, 3200MT/s, Dual Rank 370-AEVP - 32 - 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD 400-AXTV - 4 - C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America 492- BBDI - 4 - Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height 540-BBUJ - 4 - Windows Server 2022/2019 Datacenter Edition,Add License,16CORE,NO MEDIA/KEY 634-BYJQ - 2 - VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 3 Year License and Maintenance 528-CKCT - 4 -</p>			
Software: Dell	<p>NVIDIA RTX vWS Bundle Perpetual License Plus 5yr RTX vWS SUMS, 1CCU</p> <p>Estimated delivery if purchased today: May. 05, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763</p> <p>Description SKU Quantity NVIDIA RTX vWS Bundle Perpetual License Plus 5yr RTX vWS SUMS, 1CCU AA787777 - 2 -</p>	\$850.00	2.00	\$1,700.00
Software: Dell	<p>NVIDIA Ampere A16, PCIe, 250W, 64GB Passive, Double Wide, Full Height GPU Customer Kit</p> <p>Estimated delivery if purchased today: Jul. 14, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763</p> <p>Description SKU Quantity NVIDIA Ampere A16, PCIe, 250W, 64GB Passive, Double Wide, Full Height GPU 490-BHES - 2 -</p>	\$4,573.23	2.00	\$9,146.46

SAISD-PowerEdge R750 with VMware

Prepared by: Weaver Technologies LLC Allyse Windham (619) 855-3069 allyse.windham@weavertech.us	Prepared for: San Antonio ISD 514 W Quincy St San Antonio, TX 78212 US Benjamin Mora	Quote Information: Quote #: QUO-26567-Q2D1S1 Version: 0 Delivery Date: 9/27/2022 Expiry Date: 10/26/2022
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Quote Summary

Description	Amount
Hardware	\$169,301.91
Software	\$48,800.97
Services	\$0.00
Total	\$218,102.88

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Additional Details

Weaver Technologies LLC

Signature: _____

Allyse Windham

Date: _____

San Antonio ISD

Signature: _____

San Antonio ISD

Date: _____

The Texas Government Code Chapter 2251 stipulates that payment is due for goods or services 30 days from the date goods are received or services are completed, or a correct invoice is received, whichever is later. A payment is considered overdue beginning on the 31st day. Interest for an overdue payment is calculated in accordance with guidance provided at the Texas State Comptroller's website.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Fund Balance Commitments for the Fiscal Year Beginning July 1, 2022

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the attached resolution committing portions of its Fund Balance to be set aside for a specific purpose for the fiscal year beginning July 1, 2022, as required by GASB Statement No. 54. These defined categories and amounts are recommended to reflect the intent of the Board to utilize the fund balance in future years for specific initiatives.

As part of the District’s long-term financial plan, the Board is requested to commit surplus funds made available due to utilization of ESSER funds for items generally paid for with the General Fund. The committed fund balance will establish future year reserves for academic, social, and emotional recovery, physical safety and security initiatives, and financial sustainability.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve accept and approve the commitments of fund balance as listed to be effective as of November 7, 2022.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the

percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Resolution of the San Antonio Independent School District Board of Trustees
As required by GASB 54 Statement

NOW THEREFORE BE IT RESOLVED that the SAISD Board of Trustees “commits” the following portions of its July 1, 2022, Fund Balance for General Fund and Other Funds to be as follows:

Committed Fund Balance:	General Fund	Other Funds	Total
E-Rate Program	521,167		521,167
Deferred Building Repairs & Maintenance, HVAC Equipment & Other Capital Improvements	5,000,000		5,000,000
Campus Activity Funds		3,044,856	3,044,856
Reserve for Academic, Social, and Emotional Recovery Initiatives, and Financial Sustainability	20,000,000	15,000,000	35,000,000
Reserve for Physical Safety and Security Initiatives		3,000,000	3,000,000
Total Committed	\$25,521,167	\$21,044,856	\$46,566,023

Assigned Fund Balance:			
General Operations and Strategic District Initiatives	757,755	1,403,506	2,029,997
Total Assigned Fund Balance	\$757,755	\$1,403,506	\$2,029,997

The above Resolution is adopted this 7th day of November, 2022.

Christina Martinez
Signature SAISD Board President

Arthur Valdez
Signature SAISD Board Secretary

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Monthly Budget Reports and Amendments for November 2022

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon, Chief Financial Officer

MEETING DATE: November 07, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the monthly Amended Budget report that provides a one-page summary of the budget amendment impact on the 2022-2023 original budget adopted by the Board for the General Fund, Food Service Fund, and Debt Service Fund. Budget amendments are presented to the Board at a regularly scheduled business meeting. The original budget is amended when changes take place from one function to another function or when a request is made to increase or decrease the budget.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the budget amendment for the month of November 2022.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded as indicated on the following pages.

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
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The following Board Guardrails were designed to represent the community values that must

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- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



**SAN ANTONIO ISD
FINANCIAL SERVICES DIVISION**

NOVEMBER 2022

2022-23 Budget Amendment # 3

General Fund

I. INCREASE FUND BALANCE	Requested By:	Amount
A. Increase Estimated Revenue:		-

		\$ -
 B. Decrease Appropriations:		-

		\$ -
 I. Total transactions increasing Fund Balance		\$ _____
II. DECREASE FUND BALANCE	Requested By:	Amount
A. Increase Appropriations:		-

		\$ -
 B. Decrease Estimated Revenue:		-

		\$ -
 II. Total transactions decreasing Fund Balance		\$ _____
III. NO CHANGE TO FUND BALANCE	Requested By:	Amount
A. Decrease Estimated Revenue and Appropriations:		-

		\$ -
 B. Increase Estimated Revenue and Appropriations:		
1882 Democracy Prep 2021-2022 Settle-Up	V.Salas	462,113
1882 CATE Revenue for 2021-22	V.Salas	506,858
1882 CATE Revenue for 2022-23	V.Salas	922,068

		\$ 1,891,039
 C. Decrease Appropriations and Increase Transfers Out to Other Uses		-

		\$ -
 III. Total transactions with no impact on Fund Balance		\$ <u>1,891,039</u>
IV. Net increase (decrease) to General Fund Balance for this Budget Amendment		<div style="border: 1px solid black; display: inline-block; padding: 2px;">\$ -</div>

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 3
For NOVEMBER 2022
Board Agenda
GENERAL OPERATING FUND

REVENUE	Budget As Adopted July 1, 2022	Budget as Amended	Administrative Adjustments #3	BA No. 3 Changes	Budget As Amended Thru BA #3
5700 Local	\$ 222,642,362	\$ 222,654,612	\$ -	\$ -	\$ 222,654,612
5800 State	218,654,963	218,704,963	-	1,891,039	220,596,002
5900 Federal	11,500,000	11,450,000	-	-	11,450,000
Total Revenue	452,797,325	452,809,575	-	1,891,039	454,700,614
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	452,797,325	452,809,575	-	1,891,039	454,700,614
7900 Other Resources	-	-	-	-	-
Total Revenue & Other Resources	\$ 452,797,325	\$ 452,809,575	\$ -	\$ 1,891,039	\$ 454,700,614
APPROPRIATIONS					
11 Instruction	\$ 268,895,707	\$ 268,701,310	\$ (34,482)	\$ 1,891,039	\$ 270,557,867
12 Inst Resources & Media	5,164,486	5,167,964	(9,500)	-	5,158,464
13 Curriculum & Prof. Dev.	10,863,978	10,907,021	(7,779)	-	10,899,242
21 Instructional Administration	10,585,632	10,709,555	1,197	-	10,710,752
23 School Leadership	41,742,084	41,764,497	(6,027)	-	41,758,470
31 Guidance & Counseling	5,876,983	5,769,298	(1,703)	-	5,767,595
32 Social Work Services	243,771	243,771	(285)	-	243,486
33 Health Services	8,957,120	8,956,416	-	-	8,956,416
34 Student Transportation	12,997,308	12,998,808	7,504	-	13,006,312
35 Food Services	803,615	803,615	(130,000)	-	673,615
36 Cocurricular/Extracurricular	14,269,954	14,350,554	1,383	-	14,351,937
41 General Administration	16,471,636	16,487,825	145,658	-	16,633,483
51 Plant Maintenance	38,200,457	38,152,389	7,629	-	38,160,018
52 Security & Monitoring	3,809,432	3,810,835	1,175	-	3,812,010
53 Data Processing	10,589,765	10,588,552	18,500	-	10,607,052
61 Community Services	1,639,835	1,674,077	6,730	-	1,680,807
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	318,560	356,086	-	-	356,086
93 Payments to Members SSA	-	-	-	-	-
95 Payments to JJAEP	49,543	49,543	-	-	49,543
99 Intergovernmental Charges	1,317,459	1,317,459	-	-	1,317,459
Total Appropriations	452,797,325	452,809,575	-	1,891,039	454,700,614
Other Uses	890	890	-	-	890
Total Appropriations & Other Uses	\$ 452,798,215	\$ 452,810,465	\$ -	\$ 1,891,039	\$ 454,701,504
Beginning Fund Balance 7/01/22	\$ 106,825,654	\$ 106,825,654			\$ 106,825,654
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ (890)	\$ (890)	\$ -	\$ -	\$ (890)
Ending Fund Balance 6/30/23	\$ 106,824,764	\$ 106,824,764		\$ -	\$ 106,824,764

NOTE 1 - Beginning Fund Balance is estimated until completion of 2021-22 Comprehensive Annual Financial Statement (CAFR)

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 3
For NOVEMBER 2022
Board Agenda
FOOD SERVICE FUND

REVENUE	Budget As Adopted July 1, 2022	Budget As Amended	Administrative Adjustments #3	BA No.3 Changes	Budget As Amended Thru BA #3
5700 Local	\$ 829,861	\$ 829,861	\$ -	\$ -	\$ 829,861
5800 State	161,016	161,016	-	-	161,016
5900 Federal	42,488,082	42,488,082	-	-	42,488,082
Total Revenue	43,478,959	43,478,959	-	-	43,478,959
7900 Other Resources	890	890	-	-	890
Total Revenue & Other Resources	\$ 43,479,849	\$ 43,479,849	\$ -	\$ -	\$ 43,479,849
APPROPRIATIONS					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	40,258,220	40,258,220	-	-	40,258,220
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	3,221,629	3,221,629	-	-	3,221,629
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	43,479,849	43,479,849	-	-	43,479,849
Other Uses	-	-	-	-	-
Total Appropriations & Other Uses	\$ 43,479,849	\$ 43,479,849	\$ -	\$ -	\$ 43,479,849
Beginning Fund Balance 7/01/22	\$ 774,853	\$ 774,853			\$ 774,853
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ -	\$ -		\$ -	\$ -
Ending Fund Balance 6/30/23	\$ 774,853	\$ 774,853	\$ -	\$ -	\$ 774,853

NOTE 1 - Beginning Fund Balance is estimated until completion of 2021-22 Comprehensive Annual Financial Statement (CAFR)

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 3
For NOVEMBER 2022
Board Agenda
DEBT SERVICE FUND

REVENUE	Budget As Adopted July 1, 2022	Budget As Amended	Administrative Adjustments #3	BA No.3 Changes	Budget As Amended Thru BA #3
5700 Local	\$ 115,555,071	\$ 115,555,071	\$ -	\$ -	\$ 115,555,071
5800 State	30,000	30,000	-	-	30,000
5900 Federal	2,114,880	2,114,880	-	-	2,114,880
Total Revenue	117,699,951	117,699,951	-	-	117,699,951
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	117,699,951	117,699,951	-	-	117,699,951
7900 Other Resources	-	-	-	-	-
Total Revenue & Other Resources	\$ 117,699,951	\$ 117,699,951	\$ -	\$ -	\$ 117,699,951
APPROPRIATIONS					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	-	-	-	-	-
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	-	-	-	-	-
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	49,670,002	49,670,002	-	-	49,670,002
72 Debt Services- Interest	59,332,668	59,332,668	-	-	59,332,668
73 Debt Services- Other Costs	469,998	469,998	-	-	469,998
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	109,472,668	109,472,668	-	-	109,472,668
Other Uses	-	-	-	-	-
Total Appropriations & Other Uses	\$ 109,472,668	\$ 109,472,668	\$ -	\$ -	\$ 109,472,668
Beginning Fund Balance 7/01/22	\$ 128,680,602	\$ 128,680,602			\$ 128,680,602
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ 8,227,283	\$ 8,227,283	\$ -	\$ -	\$ 8,227,283
Ending Fund Balance 6/30/23	\$ 136,907,885	\$ 136,907,885			\$ 136,907,885

NOTE 1 - Beginning Fund Balance is estimated until completion of 2021-22 Comprehensive Annual Financial Statement (CAFR)

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AMENDED BUDGET
For Fiscal Year Ending June 30, 2023**

<u>CODE</u>	<u>REVENUES</u>	<u>GENERAL FUND</u> M&O Tax Rate \$0.94295	<u>FOOD SERVICE</u>	<u>DEBT SERVICE</u> I&S Tax Rate \$0.48125	<u>TOTAL</u> Tax Rate \$1.42420
5700	Local Revenue	\$ 222,654,612	\$ 829,861	\$ 115,555,071	\$ 339,039,544
5800	State Revenue	220,596,002	161,016	30,000	220,787,018
5900	Federal Revenue	11,450,000	42,488,082	2,114,880	56,052,962
	TOTAL REVENUES	\$ 454,700,614	\$ 43,478,959	\$ 117,699,951	\$ 615,879,524
	<u>APPROPRIATIONS</u>				
11	Instruction	\$ 270,557,867	\$ -	\$ -	\$ 270,557,867
12	Instructional Resources & Media Svcs.	5,158,464	-	-	5,158,464
13	Curriculum Development & Inst Staff Dev	10,899,242	-	-	10,899,242
21	Instructional Leadership	10,710,752	-	-	10,710,752
23	School Leadership	41,758,470	-	-	41,758,470
31	Guidance, Counseling & Evaluation Svc.	5,767,595	-	-	5,767,595
32	Social Work Services	243,486	-	-	243,486
33	Health Services	8,956,416	-	-	8,956,416
34	Student (Pupil) Transportation	13,006,312	-	-	13,006,312
35	Food Services	673,615	40,258,220	-	40,931,835
36	Cocurricular /Extracurricular Activities	14,351,937	-	-	14,351,937
41	General Administration	16,633,483	-	-	16,633,483
51	Plant Maintenance & Operations	38,160,018	3,221,629	-	41,381,647
52	Security & Monitoring Services	3,812,010	-	-	3,812,010
53	Data Processing Services	10,607,052	-	-	10,607,052
61	Community Services	1,680,807	-	-	1,680,807
71	Debt Services- Principal	-	-	49,670,002	49,670,002
72	Debt Services- Interest	-	-	59,332,668	59,332,668
73	Debt Services- Other Costs	-	-	469,998	469,998
81	Facilities Acquisition & Construction	356,086	-	-	356,086
93	Payments to Members SSA	-	-	-	-
95	Payments to JJAEP	49,543	-	-	49,543
99	Other Intergovernmental Charges	1,317,459	-	-	1,317,459
	TOTAL APPROPRIATIONS	\$ 454,700,614	\$ 43,479,849	\$ 109,472,668	\$ 607,653,131
	<u>OTHER RESOURCES & USES</u>				
7900	Other Resources	\$ -	\$ 890	\$ -	\$ 890
8900	Other Uses	(890)	-	-	(890)
		\$ (890)	\$ 890	\$ -	\$ -
	Excess/(Deficit) Current Operations	\$ (890)	\$ -	\$ 8,227,283	\$ 8,226,393
3000	From/(To) Fund Balance	890	-	(8,227,283)	(8,226,393)
	Difference	\$ -	\$ -	\$ -	\$ -



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
For Posted Data Available through October 19, 2022

Elementary & Secondary School Emergency Relief Fund

Total Available ESSER II & III \$270.1 Million
For Program Years 2021 through 2024

<u>Budget Priorities</u>	<u>Amended Budget</u>	<u>Actual Expenditures Program to date 2021 through 2023 YTD</u>
Leveraging Social & Emotional Resources to support students & families	81,607,706	26,642,136
Extended Instructional Calendar Initiative promoting a strong recovery	14,899,993	8,306,810
Continued Investment in Personal Protective Equipment (PPE) & safety protocols	53,227,927	29,638,492
Additional Supports Needed for a Strong Recovery	66,188,357	26,853,560
Retention Stipend, Revenue Shortfall, Compensation, & Other Recovery Initiatives	54,176,087	21,414,165
	\$ 270,100,071	\$ 112,855,163

* Actual Expenditures do not yet reflect full amounts for salary payroll transactions.

Strategic Initiatives Fund

	<u>Fund Balance</u>	<u>YTD Expend. / Encumb.</u>
Fund Balance		
Beginning of Current Fiscal Year	\$2,584,443	
Plus Additions:		
QSCB Federal Subsidy Revenues	919,309	
Emergency Connectivity Fund Revenue	-	
Transfers in from Other Funds	-	
Available Fund Balance before Current Year Expenditures:	\$ 3,503,752	\$ 3,503,752
Less:		
Year-to-Date Expenditures		253,506
POs Encumbered but not Paid		966,765
Budget Issued but not Encumbered		183,235
Available Fund Balance:		\$ 2,100,246

* Beginning balance reflects estimated balances as of June 30, 2022

Professional Services Managed by Board of Trustees

	<u>Current Actual</u>	<u>Year to Date Actual</u>
Legal Services- General Counsel (2022-23 Fiscal Year) Escamilla & Poneck, LLP	\$ 110,743	\$ 253,443
Audit Services (2021-22 Engagement Year) Garza, Gonzalez & Associates	-	-
Audit Services (2022-23 Engagement Year) Garza, Gonzalez & Associates	-	-
Financial Advisors (2022-23 Fiscal Year) Frost Bank (July 2022)	-	211,278
Total Professional Expenditures	\$ 110,743	\$ 464,721

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards

PURPOSE: [] PRESENTATION/DISCUSSION
[X] DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer, Financial Services & Business Operations

PRESENTER: Dottie Carreon, Chief Financial Officer, Financial Services & Business Operations

MEETING DATE: November 7, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve Procurement Services' Recommendations to Board of Trustees for November 7, 2022.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

1. Be it resolved that the Board approve the purchase of Assessments, Report Writing, and other related services such as attending ARD meetings, attending MTSS meetings and counseling. This purchase will help determine eligibility for Special Education Services for District-wide use on an "as needed" basis.

- Recommended by: Disability Services
- Submitted by: Dr. Kristen Williams
- Selection Method: Region 20, #21002
- Contract Term: Period covering November 8, 2022 through July 31, 2023
- Funding Source: Federal – 224-31-6219-88-198-23-000

VENDOR

Assessment Intervention Management, LLC

AWARD AMOUNT

\$178,500 approximately

2. Be it resolved that the Board approve the purchase of Outdoor Learning Environment Enhancements to include shade canopy structure and concrete foundation. This purchase will support outdoor learning for the Head Start students at Hirsch Elementary School.

- Recommended by: Early Childhood Education
- Submitted by: Aleida Perez
- Selection Method: Buyboard Purchasing Cooperative Contract #581-19
- Contract Term: Period covering November 8, 2022 through March 1, 2023
- Funding Source: Federal – 201-81-6619-00-137-32-0-00

VENDOR

Jamail & Smith Construction, LP

AWARD AMOUNT

\$95,752 approximately

3. Be it resolved that the Board approve the purchase of Let’s Talk Math Curriculum to develop authentic listening, speaking and writing with rich tasks that build deep mathematical understanding and strengthening students’ critical thinking. This purchase will be used for elementary mathematics instruction for all schools District-wide with grades K-5 on an “as needed” basis.
- Recommended by: Elementary Math
 - Submitted by: Stacey Knudson
 - Selection Method: CTPA - Round Rock ISD #22-100
 - Contract Term: Period covering November 8, 2022 through June 30, 2023
 - Funding Source: Federal – 282-11-6399-00-880-11-R92

VENDOR

Teacher Created Materials

AWARD AMOUNT

\$530,439 approximately

4. Be it resolved that the Board approve the purchase of Medical Stop Loss Specific and Aggregate Stop Loss Insurance. This purchase will cap individual claimant and maximum aggregate risk for the District. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.
- Recommended by: Employee Benefits, Risk Management and Safety Department
 - Submitted by: Lorena Sanchez
 - Selection Method: Request for Proposal – RFP #22-049(VC)
 - Contract Term: Period covering January 1, 2023 through December 31, 2023 with the option to renew for two (2) additional one (1) year periods
 - Funding Source: Local – 771-98-6299-16-735-2-99-000

VENDOR

Reunion Health Services

AWARD AMOUNT

\$1,314,408 approximately

5. Be it resolved that the Board approve the purchase of 1,200 two-way radios to be distributed to campuses for District-wide use on an “as needed” basis.
- Recommended by: Facilities Services
 - Submitted by: Fred Padilla
 - Selection Method: The Interlocal Purchasing System (TIPS) - #220105
 - Contract Term: Period covering November 8, 2022 through July 31, 2023
 - Funding Source: Federal – 281-52-6399-00-933-99-P-60

VENDOR

Hytera US, Inc. / Voceon Digital Radio Communications

AWARD AMOUNT

\$270,000 Approximately

6. Be it resolved that the Board approve the purchase of Unleaded, Diesel and Propane Fuel. This purchase will supply fuel to school buses and all district vehicles on an

“as needed” basis for District-wide use.

- Recommended by: Transportation
- Submitted by: Tony Casanova
- Selection Method: Buyboard TASB Energy Cooperative, TEC#108-21 and #107-21
- Contract Term: Period covering November 8, 2022 through August 31, 2023
- Funding Source: Local - 162-00-1311-00-885-X-XX-000

VENDORS

Petroleum Traders Corporation
Ferrellgas

AWARD AMOUNT

\$1,543,272 approximately

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Contractors will be utilized for assessment, report writing, attending ARD meetings, attending MTSS meetings and counseling as a Related Service. Some staff will be assigned to campuses while others will be completing overflow evaluations.

2. How will goods and/or services be used? (List Campus/Grades impacted): Services will be used to help determine eligibility for Special Education Services.

3. Submitted by: Dr. Kristen Williams Disability Services 09/28/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Assessment Intervention Management, LLC
Address: 7410 Blanco, Ste. 400
City/State/Zip: San Antonio, TX 78216
Phone No: 210-838-5351
Point of Contact: Zach Salesman
E-mail Address: zach@aimeducate.com
Vendor #: 02337 (Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: ESC 20, #21002
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 07/31/2023
 Sole Source
 Other

6. Purchase valid from: 11/8/2022 through: 07/31/2023

7. For Competitive Purchases Only: Renewals: Yes _____ No
No. of Renewals: _____

8. Type of Request: (check one)
 One-Time Purchase
 Purchase throughout the school year or on an "as needed" basis
 Expenditure (funding increases)

9. Total Cost for Goods and/or Services to be Purchased: \$ 178,500.00
Approximately

10. Funding Source(s) – check all that apply: Federal State _____ Local _____ Bond _____
Provide Budget Codes & Descriptions: 224-31-6219-88-198-23-000 Professional
contracted services

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



2022-2023 Related Services Cooperative Contractors and Price List

Contractor Information	
Company Name:	Assessment Intervention Management, LLC
Contact:	Zachary Salesman
Contact Email Address:	zach@aimeducate.com
Company Address:	7410 Blanco Ste. 400, San Antonio, TX 78216
Phone:	210-838-5351
Fax:	210-800-9922
Website:	www.aimeducate.com
Price List	
Service	Hourly Rate
	Within 60 miles of Bexar County
Speech Therapy Evaluation	\$65
Speech Therapy Direct Services	\$65
Speech Therapy Indirect Services	\$65
Speech Language Pathologist Assistant	\$55
Bilingual Speech Evaluation	\$68
Bilingual Speech Therapy Direct Services	\$68
Bilingual Speech Therapy Indirect Services	\$68
Bilingual Speech Language Pathologist Assistant	\$58
Occupational Therapy (OT) Evaluation	\$75
Occupational Therapy Direct Services	\$75
Occupational Therapy Indirect Services	\$75
Physical Therapy (PT) Evaluation	\$75
Physical Therapy Direct Services	\$75
Physical Therapy Indirect Services	\$75
Licensed Specialist in School Psychology (LSSP) Evaluation	\$65
Full Individual Evaluation (FIE) by LSSP	\$65
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$68
Bilingual FIE by LSSP	\$68
Functional Behavioral Assessment	\$65
FIE with Psychological by LSSP	\$65

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: outdoor learning environment enhancements include shade canopy structure and concrete foundation.

2. How will goods and/or services be used? (List Campus/Grades impacted): To be used by Head Start students at Hirsch Elementary to support outdoor learning.

3. Submitted by: Aleida Perez Early Childhood Education 09/30/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Jamail & Smith Construction, LP
Address: 121 Interpark Blvd. Suite 701
City/State/Zip: San Antonio, TX 78216
Phone No: (210)896-4668
Point of Contact: Luis Garcia
E-mail Address: lgarcia@jamailsmith.com
Vendor #: 43144 (Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: BuyBoard 581-19
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 3/31/2023
 Sole Source
 Other

6. Purchase valid from: 11/8/2022 through: 3/1/2023

7. For Competitive Purchases Only: Renewals: Yes _____ No _____
No. of Renewals: _____

8. Type of Request: (check one)
 One-Time Purchase
 Purchase throughout the school year or on an "as needed" basis
 Expenditure (funding increases)

9. Total Cost for Goods and/or Services to be Purchased: \$ 95,752.00
Approximately

10. Funding Source(s) – check all that apply: Federal State _____ Local _____ Bond _____
Provide Budget Codes & Descriptions: 201-81-6619-00-137-32-0-00 (Federal Head start Funds)

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance (<i>Director, Employee Benefits signs below</i>)	\$ 0

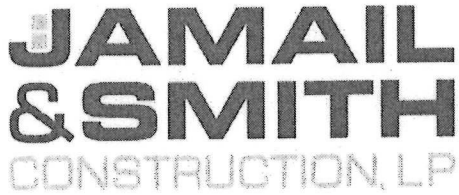
<u>Aleida Perez</u>	<u>Aleida Perez</u>	<u>10/3/2022</u>
Requestor Signature	Type Name	Date
<u>Colleen Bohrmann</u>	<u>Colleen Bohrmann</u>	<u>10/3/2022</u>
Sr. Executive Director/Executive Director Signature	Type Name	Date
<u>Patricia Salzman</u>	<u>Patricia Salzman</u>	<u>10/3/2022</u>
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<u>Edward Romero</u>	<u>Edward M. Romero</u>	<u>10/5/2022</u>
Deputy Superintendent Signature	Type Name	Date
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	<u>Dottie Carreon</u>	<u>10/5/2022</u>
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<u>Dr. Kenneth Thompson</u>	<u>Dr. Kenneth Thompson</u>	<u> </u>
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
<u>Toni Thompson</u>	<u>Toni Thompson</u>	<u> </u>
Associate Superintendent, Human Capital Management Signature	Type Name	Date
<u>Kedrick Wright</u>	<u>Kedrick Wright</u>	<u> </u>
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
<u>Lorena Rios</u>	<u>Lorena Rios</u>	<u> </u>
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: July 18, 2022

Reviewed By: RC



121 Interpark Blvd.
Suite 701
San Antonio, Texas 78216
p: 210.615.1302
f: 210.615.1304
www.jamailsmith.com

September 29, 2022

Rosalie Cavazos
Contract Administrator Procurement Services
San Antonio Independent School District
3031 IH 10 West, Suite 300| San Antonio, Texas 78201

Re: SAISD – Head Start Playground Enhancements at Hirsch E.S. - Reduced Scope

Jamail & Smith Construction, LP is pleased to present our proposal for the above referenced project using the utilizing current Buy-Board Contract #581-19. This proposal is based on the documents provided via email on September 16, 2022, site visit on September 20,2022, acknowledge Addendum #1 dated 09-22-2022 and Reduced Scope dated 09.27.22. Below is the scope of work to be performed and warranted by Jamail & Smith Construction, LP for a one (1) year period

Scope of Work:

- General Conditions
- Bonds
- Permits
- Labor, equipment, and supervision as required to complete the scope of work as described
- Haul-off construction debris for disposal
- Site Excavation and leveling to grade
- Remove and reinstall existing fence panels as needed for access to the site.
- Install chain link fence barrier. Remove at project completion. Refer to plans.
- Install orange safety construction fence. Remove at project completion.
- Remove portion of sod and grade in preparation for new concrete walkway and pad.
- Provide and install concrete for new sidewalk and shade structure foundation, per Reduced Scope
- Provide and install new concrete footings per details.
- Provide and install new shade structure over new concrete pad foundation.
- If Applicable: Including but not limited to Permits, Engineer letters, etc.

Total Proposal Amount with Bond:	\$ 90,752.00
Owner’s Contingency	<u>\$ 5,000.00</u>
Total Amount Submitted	\$ 95,752.00

Clarification: New furnishings to be part of Alternate No. 1. ADD \$28,189.00

CLARIFICATION:

Substantial Completion must be achieved no later than Date: February 3, 2023

1. Clarification: New soft fall to be removed from scope of work. Please refer to Sheets A1.02 - Revised Site Plan, A1.03 - Site Details, and A1.04 - Site Details for revised drawings.
2. Clarification: New grass to be removed from scope of work. Please refer to Sheet A3.00 - Enlarged Landscape Plan for revised drawings.
3. Clarification: New furnishings to be part of Alternate No. 1. Please refer to Sheet A2.00 - Equipment Layout Plan for revised drawings.
4. Clarification: Scope of new concrete to be reduced. Please refer to Sheets A1.03 Site Details and A1.04 - Site Details for new slab thickness and new footing depth.

This proposal is valid for Thirty (30) Days Only

Jamail & Smith Construction, LP offers the following exclusions to the proposal:

EXCLUSIONS:

1. Mold and/or asbestos remediation and testing
2. Asbestos Survey and/or abatement
3. Permit Design and Fees
4. Sales Tax
5. Overtime, weekends and/or holidays
6. Removal of debris created by others
7. All other work not specified within this proposal or Unforeseen Conditions
8. Disregard pole pads
9. Guard railings are not in scope per Addendum #1 dated 09-22-22
10. Provide and install soft fall surface over new sidewalk and shade structure foundation. per Reduced Scope
11. Provide and install new playground equipment. Refer to plans. per Reduced Scope
12. Provide and install new grass and contractor to irrigate grass until established, per Reduced Scope

ANY ADDITIONAL CONSTRUCTION THAT IS NOT INDICATED IN THE CONSTRUCTION DOCUMENTS AND NOT INCLUDED IN THE ABOVE PROPOSAL WILL BE SUBJECT TO A WRITTEN CHANGE ORDER.

Respectfully submitted,
Jamail & Smith Construction, LP

Luis Garcia

Luis Garcia
Project General Manager

PROCUREMENT SERVICES CONSENT AGENDA FORM

- Description of goods, services and/or contract recommended for purchase: Let's Talk Math curriculum develops mathematical practices and processes by encouraging mathematical discourse using predictable and structured routines. Let's Talk Math engages students in authentic listening, speaking, and writing with rich tasks that build deep mathematical understanding and strengthening students' critical thinking.
- How will goods and/or services be used? (List Campus/Grades impacted): Let's Talk Math curriculum will be used for elementary mathematics instruction, for all schools with grades K-5.

Submitted by: Stacey Knudson Department Elementary Math Date 09/29/2022
 Printed Name Department Date

Recommended Vendor(s): Company Name: Teacher Created Materials
 Address: 5482 Argosy
 City/State/Zip: Huntinton Beach, CA 92649
 Phone No: 713-248-5662
 Point of Contact: Amber Countiss
 E-mail Address: acountiss@tcmpub.com
 Vendor #: 76498 (Use a separate sheet to identify multiple vendors)
 (Please provide vendor number if you have used them before. If not put N/A)

Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: RRISD #22-100
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 6/30/2026
 Sole Source
 Other

Purchase valid from: 11/08/2022 through: 06/30/2023

For Competitive Purchases Only: Renewals: Yes _____ No
 No. of Renewals: _____

Type of Request: (check one)
 One-Time Purchase
 Purchase throughout the school year or on an "as needed" basis
 Expenditure (funding increases)

Total Cost for Goods and/or Services to be Purchased: \$ 530,439.39
Approximately

Funding Source(s) – check all that apply: Federal State _____ Local _____ Bond _____
 Provide Budget Codes & Descriptions: ESSER Funds
282-11-6399-00-880-11-R92

Provide a copy of General Ledger Inquiry showing corresponding balances.

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0.00
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0.00
3) Transportation (Additional Routes)	\$ 0.00
4) HR (Additional Staff)	\$ 0.00
5) Technology (Cabling/Equipment, etc.)	\$ 0.00
6) Vehicle Insurance (<i>Director, Employee Benefits signs below</i>)	\$ 0.00

<u>Stacey Knudson</u>	Stacey Knudson	9/29/2022
Requestor Signature	Type Name	Date
<u>Kendra Doyle</u>	Kendra Doyle	9/29/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
<u>Associate Superintendent/Assistant Superintendent Signature</u>	Type Name	Date
<u>Patti Salzman</u>	Patti Salzman	10/2/2022
Deputy Superintendent Signature	Type Name	Date
<u>Edward Romero</u>	Edward M. Romero	10/3/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	Dottie Carreon	10/6/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<u>Chief Information Technology & Accountability Officer, Information Technology & MIS Signature</u>	Dr. Kenneth Thompson Type Name	Date
<u>Associate Superintendent, Human Capital Management Signature</u>	Toni Thompson Type Name	Date
<u>Deputy Chief Operations Officer, Construction Services Signature</u>	Kedrick Wright Type Name	Date
<u>Director, Employee Benefits, Risk Management & Safety Signature</u>	Lorena Rios Type Name	Date

Revised: July 18, 2022

Reviewed By: RC

Teacher Created Materials PUBLISHING Proposal

DATE September 13, 2022 (RRISD #22-100)
Customer San Antonio ISD, S. Knudson
Prepared By Amber Countiss
 acountiss@tcmpub.com
 (713) 248-5662

FAX OR MAIL PURCHASE ORDER TO:
 Teacher Created Materials
 5482 Argosy
 Huntington Beach, CA 92649
 Attn: Amber Countiss/Orders
orders@tcmpub.com
 Fax#: 888 877-7606

This proposal can be attached to your PO and sent to Teacher Created Materials at the address above.
 Thank you for your business and dedication to education.

Qty	Item #	Description	Unit Price	Total Price	Discount	Total Amount	
190	116870	Let's Talk Math Level K	\$ 499.99	\$ 94,998.10		\$ 94,998.10	
190	116871	Let's Talk Math Level 1	\$ 499.99	\$ 94,998.10		\$ 94,998.10	
198	116872	Let's Talk Math Level 2	\$ 499.99	\$ 98,998.02		\$ 98,998.02	
177	116873	Let's Talk Math Level 3	\$ 499.99	\$ 88,498.23		\$ 88,498.23	
175	116874	Let's Talk Math Level 4	\$ 499.99	\$ 87,498.25		\$ 87,498.25	
100	116875	Let's Talk Math Level 5	\$ 499.99	\$ 49,999.00		\$ 49,999.00	
56	116875	Let's Talk Math Level 5	\$ 499.99	\$ 27,999.44	100%	\$ -	
2	ZZZ1	2 Days of Professional Development or Coaching	\$ 5,500.00	\$ 11,000.00	100%		
Quote expires December 30,2022						SUB TOTAL	\$ 514,989.70
Shipping is discounted from 10% to 3%						SHIPPING	3% \$ 15,449.69
\$27,999.44 of product is extended at no charge.						TOTAL	\$ 530,439.39

THANK YOU FOR YOUR BUSINESS!

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Medical Stop Loss Specific and Aggregate Stop Loss Insurance

2. How will goods and/or services be used? (List Campus/Grades impacted): Stop Loss Insurance caps individual claimant and maximum aggregate risk for the district.

3. Submitted by: Lorena G Sanchez EBRMS 10/04/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Reunion Health Services
Address: 576 Highland Colony Parkway 210
City/State/Zip: Ridgeland MS 39157
Phone No: 601-531-4141
Point of Contact: Arwen Mallet
E-mail Address: amallet@reunionhs.com
Vendor #: 68275 (Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-049 (VC)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 12/31/2023
 Sole Source
 Other

6. Purchase valid from: 01/01/2023 through: 12/31/2023

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: 2 add 1 1 yrs.

8. Type of Request: (check one)
 One-Time Purchase
 Purchase throughout the school year or on an "as needed" basis
 Expenditure (funding increases)

9. Total Cost for Goods and/or Services to be Purchased: \$ 1,314,408.00
Approximately

10. Funding Source(s) – check all that apply: Federal _____ State _____ Local Bond _____
Provide Budget Codes & Descriptions: 771-98-6299-16-735-2-99-000

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- 1) C & I (Goods, Materials, Services) \$ 0
- 2) Facilities (Additional Space, Infrastructure, Utilities) \$ 0
- 3) Transportation (Additional Routes) \$ 0
- 4) HR (Additional Staff) \$ 0
- 5) Technology (Cabling/Equipment, etc.) \$ 0
- 6) Vehicle Insurance (Director, Employee Benefits signs below) \$ 0

<u><i>Lorena Sanchez</i></u> Requestor Signature	Type Name	<u>10/5/2022</u> Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
<u>Toni Thompson</u>	Toni Thompson	10/6/2022
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
<u>Edward Romero</u>	Edward M. Romero	10/6/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u><i>Dorothy H. Carreon</i></u>	<u>Dottie Carreon</u>	<u>10/8/2022</u>
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
	<u>Dr. Kenneth Thompson</u>	
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
	<u>Toni Thompson</u>	
Associate Superintendent, Human Capital Management Signature	Type Name	Date
	<u>Kedrick Wright</u>	
Deputy Chief Operations Officer, Construction Services Signature	Type Name	Date
	<u>Lorena Rios</u>	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: July 18, 2022

Reviewed By: RC

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: _____
Purchase of 1,200 two-way radios to be distributed to campuses across the District.

2. How will goods and/or services be used? (List Campus/Grades impacted): _____
To be used for District-wide use.

3. Submitted by: Fred Padilla Department Facilities Services Date 09/30/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Hytera US, Inc./Voceon Digital Radio Communications
Address: 8034 Culebra Rd.
City/State/Zip: San Antonio, TX 78251
Phone No: 210-632-7985
Point of Contact: Mike Niemietz
E-mail Address: sanantioniosales@voceon.com
Vendor #: 111121 (Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: TIPS 220105
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 5/31/2027
 Sole Source
 Other

6. Purchase valid from: 11/08/2022 through: 07/31/2023

7. For Competitive Purchases Only: Renewals: Yes _____ No
No. of Renewals: _____

8. Type of Request: (check one)
 One-Time Purchase
 Purchase throughout the school year or on an "as needed" basis
 Expenditure (funding increases)

9. Total Cost for Goods and/or Services to be Purchased: \$ 270,000.00
Approximately

10. Funding Source(s) – check all that apply: Federal State _____ Local _____ Bond _____
Provide Budget Codes & Descriptions: 281-52-6399-00-933-99-P-60
ESSER Funds

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance (<i>Director, Employee Benefits signs below</i>)	\$ 0

<u>Fred Padilla</u>	Fred Padilla	9/30/2022
Requestor Signature	Type Name	Date
<u>Chris E. Salley</u>	Chris Salley	9/30/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____ Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
_____ Deputy Superintendent Signature	Type Name	Date
<u>Edward Romero</u>	Edward M. Romero	10/3/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	Dottie Carreon	10/5/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<u>Kenneth Thompson</u>	Dr. Kenneth Thompson	9/30/2022
Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Type Name	Date
_____ Associate Superintendent, Human Capital Management Signature	Toni Thompson Type Name	Date
_____ Deputy Chief Operations Officer, Construction Services Signature	Kedrick Wright Type Name	Date
_____ Director, Employee Benefits, Risk Management & Safety Signature	Lorena Rios Type Name	Date

Revised: July 18, 2022

Reviewed By: RC



8034 Culebra Rd, Suite 517 San Antonio, TX 78251
 Phone: (210) 632-7985
 sanantiosales@voceon.com

QUOTATION
485000029

Bill To:
 SAN ANTONIO ISD
 PROCUREMENT
 1270 W. SUMMIT AVE
 SUITE 1004
 SAN ANTONIO, TX 78201

Ship To:
 SAN ANTONIO ISD
 PROCUREMENT
 1270 W. SUMMIT AVE
 SUITE 1004
 SAN ANTONIO, TX 78201

FRED PADILLA - TIPS VENDOR UNDER HYTERA AS VENDOR APPROVED #220105
*GPS: 1-26-4, *DELIVERY BASED ON FROM HYTERA 6-8 WEEKS - RECEIVED & PROGRAMMING TO ALL SCHOOLS..*

Date		Sales Rep	Purchase Order #	Terms	
09/01/2022		Mike Niemietz		NET 30 DAYS	
Qty	Item	Description	Unit Price	Extended	
1000	HYTPD402iU1	DMR PORTABLE 400-470 MHZ, 32CH., 4W NON DISPLAY TIPS PART#: HYTERA PORTABLE - PD402iU1	215.00	215,000.00	
1000	WCCSERVICESHOP	LABOR IN SHOP PER HOUR	10.00	10,000.00	

TIPS #220105

Order Authorization:

Signature of Authorized Purchaser

Date

Subtotal:	\$225,000.00
Tax:	\$0.00
Total Quote:	\$225,000.00

Prices are valid for 30 days unless otherwise noted. A restocking fee applies to canceled orders.

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Fuel: TASB Energy Cooperative, TEC#107-21 Unleaded and Diesel TEC#108-21, Propane

2. How will goods and/or services be used? (List Campus/Grades impacted): To supply fuel to school buses and all district vehicles

3. Submitted by: Tony Casanova Transportation 09/22/2022
Printed Name Department Date

4. Recommended Vendor(s): Company Name: See Attachment
Address: See Attachment
City/State/Zip: See Attachment
Phone No: See Attachment
Point of Contact: See Attachment
E-mail Address: See Attachment
(Use a separate sheet to identify multiple vendors)
Vendor #: See Attachment
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: Buyboard EC#108-21/107-21
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 08/31/2023
 Other

6. Purchase valid from: 11/08/2022 through: 08/31/2023

7. For Competitive Purchases Only: Renewals: Yes _____ No X
No. of Renewals: _____

8. Type of Request: (check one)
 One-Time Purchase
 Purchase throughout the school year or on an "as needed" basis
 Expenditure *(funding increases)*

9. Total Cost for Goods and/or Services to be Purchased: \$ 1,543,272.00
approximately

10. Funding Source(s) – check all that apply: Federal _____ State _____ Local X Bond _____
Provide Budget Codes & Descriptions: 162-00-1311-00-885-X-XX-000

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- 1) C & I (Goods, Materials, Services) \$ N/A
- 2) Facilities (Additional Space, Infrastructure, Utilities) \$ N/A
- 3) Transportation (Additional Routes) \$ N/A
- 4) HR (Additional Staff) \$ N/A
- 5) Technology (Cabling/Equipment, etc.) \$ N/A
- 6) Vehicle Insurance (*Director, Employee Benefits signs below*) \$ N/A

<u>Antonio Q Casanova</u>	Antonio Q Casanova	9/29/2022
Requestor Signature	Type Name	Date
<u>Nathan Graf</u>	Nathan Graf	9/29/2022
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____ Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
_____ Deputy Superintendent Signature	Type Name	Date
<u>Edward Romero</u>	Edward M. Romero	9/29/2022
Executive Director of Operations, Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	Dottie Carreon	10/4/2022
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
_____ Chief Information Technology & Accountability Officer, Information Technology & MIS Signature	Dr. Kenneth Thompson Type Name	Date
_____ Associate Superintendent, Human Capital Management Signature	Toni Thompson Type Name	Date
_____ Deputy Chief Operations Officer, Construction Services Signature	Kedrick Wright Type Name	Date
_____ Director, Employee Benefits, Risk Management & Safety Signature	Lorena Rios Type Name	Date

Revised: July 18, 2022

Reviewed By: RC

TASB Energy Cooperative (TEC)

Petroleum Traders Corporation
Vendor # 60658
TEC#107-21, Unleaded and Diesel
7120 Pointe Invermess Way
Fort Wayne, IN 46804
Phone: 800-348-3705
Contact: Cassidy Thompson
Email: cthompson@petroleumtraders.com

Ferrellgas
Vendor # 30826
TEC# 108-21, Propane Fuel
5514 East Houston
San Antonio, TX 78220
Phone: 469-571-4970
Contact: Brian Raygor
Email: BrianRaygor@ferrellgas.com

**Minutes of Special Board Meeting
San Antonio Independent School District Board of Trustees
Saturday, October 1, 2022**

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Special Board Meeting of the Board of Trustees of the San Antonio ISD was held on Saturday, October 1, 2022, beginning at 9:00 a.m, Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

A. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0

1. Mrs. Christina Martinez
2. Ms. Alicia Sebastian – Joined virtually
3. Mr. Arthur Valdez
4. Mr. Ed Garza – Joined virtually
5. Ms. Leticia Ozuna
6. Mrs. Patti Radle
7. Mrs. Sarah Sorensen

B. Recording of Superintendent Present

1. Dr. Jaime Aquino

C. Pledge of Allegiance to the U. S. Flag

D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

E. Citizens' Presentations - 30-minute total time limit for this item (*Please note: Public comments are limited to items on the posted agenda.*)

For details regarding their comments, please refer to the video recording for this meeting located at www.saisd.net on the SAISD Board Page.

None presented.

2. SAISD Board Retreat and Training

AJ Crabill, Governance Coach from Council of the Great City Schools facilitated the training. This was a discussion-only item. No action was required.

3. Adjournment

A. Mrs. Martinez adjourned the meeting at 3:00 p.m.

MINUTES APPROVED

The foregoing minutes of the Special Board Meeting of the Board of Education of the San Antonio Independent School District held on Saturday, October 1, 2022 were duly approved at a meeting held on November 7, 2022.

ATTEST:

Christina Martinez
President, Board of Education
San Antonio Independent School District

Arthur Valdez
Secretary, Board of Education
San Antonio Independent School District

Minutes of Board Business Meeting A
San Antonio Independent School District Board of Trustees
Tuesday, October 11, 2022

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting A of the Board of Trustees of the San Antonio ISD was held on Tuesday, October 11, 2022, beginning at 5:32 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

- A. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0
 - 1. Mrs. Christina Martinez
 - 2. Ms. Alicia Sebastian – Arrived at 5:54 p.m.
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza
 - 5. Ms. Leticia Ozuna
 - 6. Mrs. Patti Radle
 - 7. Mrs. Sarah Sorensen
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino
- C. Pledge of Allegiance to the U. S. Flag
- D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
- E. Citizens' Presentations - 60-minute total time limit for this item
For details regarding their comments, please refer to the video recording for this meeting located at www.saisd.net on the SAISD Board Page.
 - 1. Laura Deleon, SAISD Parent
 - 2. Pat Harris, Phillis Wheatley Alumni
 - 3. Leticia Vacek, VIA Metropolitan Transit
 - 4. Michael Kovalsky, SAISD Parent

2. Governance

- A. Approval of SAISD's Five-Year Board Goals and Guardrails
Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.
- B. Approval of the Proposed Board Operating Procedures
Motion by Ms. Sebastian to approve the Board Operating Procedures as amended. Second by Mr. Valdez; approved by a vote of 7-0 with all Board members present.
- C. Presentation on the District Landscape Analysis
This was a discussion-only item. No action was required.
- D. Discussion and Possible Approval of a Resolution of the San Antonio Independent School District, Bexar County, Texas, Adopting a Redistricting Plan for Trustee Single Member Districts Following Release of the 2020 Census Data
Motion by Mr. Valdez; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.

3. Consent Agenda

Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present. Consent items included 3A, 3C, 3D, 3E, 3F, 3G, 3H, and 3I. Item 3B was pulled from the Consent Agenda for separate discussion.

- A. Approval of the Ratification of the Memorandum of Understanding (MOU) with Leadership SAISD
- B. Ratification of the Approval to Submit an Application to the Office of the Governor's Criminal Justice Division – Bullet-Resistant Shield Grant Program
Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.
- C. Approval of the Memorandum of Understanding (MOU) Between SAISD and Broadway Bank
- D. Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Museum of Science and Technology (SAMSAT)
- E. Approval of the Memorandum of Understanding (MOU) Between SAISD and Gardopia Gardens at YWLA Primary
- F. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and Bexar County Juvenile Board for the Bexar County Juvenile Justice Alternative Education Program (JJAEP)
- G. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and Healy Murphy Center
- H. Approval of the Quarterly Investment Report, April 2022 – June 2022
- I. Approval of Monthly Budget Reports and Amendments for October 2022

4. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 8:00 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072 and TGC 551.076) to discuss and/or receive information about the items under this section listed as 4A1, 4A2, 4A3, 4A4, 4A5, 4A6 and 4A7.
- B. Mrs. Martinez reconvened the Board Open Session at 10:28 p.m. and took appropriate action on items discussed in Closed Session. Items 4A1 through 4A7 are listed as follows:
 - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
No action taken.
 - 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification, and dismissal of an employee. (TGC 551.071 and TGC 551.074)
No action taken.
 - 3. Consultation with Superintendent and discussion regarding the appointment for the position of Deputy Superintendent, Operations and salary commensurate with duties. (TGC 551.074)
Motion by Mr. Valdez to approve the appointment of Kenneth Thompson for the position of Deputy Superintendent, Operations and salary commensurate with duties subject to the Superintendent's authority to reassign. Second by Mr. Garza. This item was approved by a vote of 7-0 with all Board members present.
 - 4. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
No action taken.
 - 5. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
No action taken.
 - 6. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
No action taken.

7. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
No action taken.

5. Adjournment

- A. Mrs. Martinez adjourned the meeting at 10:29 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Business Meeting A of the Board of Education of the San Antonio Independent School District held on Tuesday, October 11, 2022 were duly approved at a meeting held on November 7, 2022.

ATTEST:

Christina Martinez
President, Board of Education
San Antonio Independent School District

Arthur Valdez
Secretary, Board of Education
San Antonio Independent School District

**Minutes of Internal Audit Subcommittee Meeting
San Antonio Independent School District Board of Trustees
Wednesday, October 12, 2022**

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Internal Audit Subcommittee Meeting of the Board of Trustees of the San Antonio ISD was held on Wednesday, October 12, 2022, beginning at 12:00 p.m., Rm 3306, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

- a. Mr. Ed Garza, Board Member and Subcommittee Chair
- b. Ms. Alicia Sebastian, Board Vice President
- c. Ms. Leticia Ozuna, Board Member
- d. Dr. Jaime Aquino, Superintendent - Absent
- e. Mr. Pablo Escamilla, Legal Counsel, Escamilla & Poneck
- f. Ms. Toni Thompson, Chief of Staff - Absent
- g. Mrs. Lourdes Martinez, Chief Internal Auditor
- h. Ms. Rosalia Vielma, Manager, Internal Auditor
- i. Mrs. Theresa Mendoza, Board Coordinator

2. Internal Audit Update

Staff provided an internal Audit update during the subcommittee meeting. This was a discussion-only item. No action was required.

3. Adjournment

Mr. Garza adjourned the meeting at 1:20 p.m.

MINUTES APPROVED

The foregoing minutes of the Internal Audit Subcommittee Meeting of the Board of Education of the San Antonio Independent School District held on Wednesday, October 12, 2022 were duly approved at a meeting held on November 7, 2022.

ATTEST:

**Christina Martinez
President, Board of Education
San Antonio Independent School District**

**Arthur Valdez
Secretary, Board of Education
San Antonio Independent School District**

Minutes of Board Business Meeting B
San Antonio Independent School District Board of Trustees
Monday, October 17, 2022

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting B of the Board of Trustees of the San Antonio ISD was held on Monday, October 17, 2022, beginning at 5:33 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

- A. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0
 - 1. Mrs. Christina Martinez
 - 2. Ms. Alicia Sebastian – Arrived at 6:19 p.m.
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza
 - 5. Ms. Leticia Ozuna
 - 6. Mrs. Patti Radle
 - 7. Mrs. Sarah Sorensen
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino
- C. Pledge of Allegiance to the U. S. Flag
- D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
- E. Citizens' Presentations - 60-minute total time limit for this item
For details regarding their comments, please refer to the video recording for this meeting located at www.saisd.net on the SAISD Board Page.
 - 1. Henrietta LaGrange, Community Member

2. Governance

- A. Presentation on SAISD 2022-2023 Beginning of Year (BOY) Assessment Results
This was a discussion-only item. No action was required.

3. Consent Agenda

- Motion by Ms. Ozuna; second by Mrs. Sorensen; approved by a vote of 7-0 with all Board members present. Consent items included 3A, 3C, 3D, 3E, 3G, 3H, 3I, 3J and 3N. Items 3B, 3F, 3K, 3L and 3M.7 & 3M.8 were pulled from the Consent Agenda for separate discussion.
- A. Approval of the Memorandum of Understanding (MOU) Between SAISD and Education Service Center, Region 20 to Participate in the Bexar County Educator Pipeline Collaborative (BCEPC)
 - B. Approval of the Memorandum of Understanding (MOU) and the Annual District Contribution to the San Antonio Foundation for Excellence in Education, Inc. (SAISD Foundation)
Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.
 - C. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and the Girl Scouts of Southwest Texas
 - D. Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Threads (SA Threads)
 - E. Approval of the Memorandum of Understanding (MOU) Between SAISD and Latched Support
 - F. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and LULAC National Education Service Center for the Upward Bound Program at Edison HS

Motion by Ms. Sebastian; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.

- G. Approval of the Agreement Between SAISD and New Mexico Highlands University (NMHU) for a College Enrollment, Persistence, and Completion Partnership
- H. Approval of the Memorandum of Understanding (MOU) Between SAISD and For Inspiration and Recognition of Science and Technology (FIRST®) in Texas
- I. Approval of Request for Waiver of Penalty and Interest
- J. Approval of Final Change Order for the Rogers Middle School Bond 2016 Renovations
- K. Approval of the Guaranteed Maximum Price (GMP 1) for the Bond 2020 Project at Edison High School

Motion by Mr. Garza; second by Mrs. Radle; approved by a vote of 7-0 with all Board members present.

- L. Approval of General Contractor for the Athletic Fields Improvements at Spring Sports Complex
Motion by Mr. Valdez; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.
- M. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
Items 3M7 and 3M8 motioned by Mrs. Sorensen; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present.
- N. Approval of Minutes for the following meetings:
 - 1. September 12, 2022 Special Board Meeting A
 - 2. September 14, 2022 Internal Audit Subcommittee Meeting
 - 3. September 19, 2022 Board Business Meeting B

4. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 6:57 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074 and TGC 551.076) to discuss and/or receive information about the items under this section listed as 4A1, 4A2, 4A3, 4A4, 4A5 4A6, 4A7, 4A8, 4A9 and 4A10.
- B. Mrs. Martinez reconvened the Board Open Session at 9:09 p.m. and took appropriate action on items discussed in Closed Session.
 - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
No action taken.
 - 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification, and dismissal of an employee. (TGC 551.071 and TGC 551.074)
No action taken.
 - 3. Consultation with Superintendent and discussion regarding the ratification of the hiring of the candidate for the position of Chief Operations Officer. (TGC 551.074)
Motion by Mr. Valdez to approve the appointment of Michael Eaton for the position of Chief Operations Officer, subject to the Superintendent's authority to reassign. Second by Ms. Ozuna. This item was approved by a vote of 7-0 with all Board members being present.
 - 4. Consultation with Superintendent and discussion regarding the appointment for the position of Chief Strategy Officer and salary commensurate with duties. (TGC 551.074)
Motion by Mr. Valdez to approve the appointment of John Norman for the position of Chief Strategy Officer, subject to the Superintendent's authority to reassign. Second by Ms. Ozuna. This item was approved by a vote of 7-0 with all Board members being present.
 - 5. Consultation with Superintendent and discussion regarding the reclassification for the position of Chief Data Operations & Services Officer. (TGC 551.074)
Motion by Mr. Valdez to approve the reclassification of Theresa Urrabazo for the position of Chief Data Operations & Services Officer, subject to the Superintendent's authority to reassign. Second by Ms. Ozuna. This item was approved by a vote of 7-0 with all Board members being present.

6. Consultation with legal counsel and discussion regarding possible resolution of Civil Action No. 5:22-cv-00449-JKP-RBF, Jane Doe, a Pseudonym v. San Antonio Independent School District, in the U.S. District Court for the Western District of Texas, San Antonio Division (TGC 551.071 and TGC 551.074)
 Motion by Mr. Valdez to authorize the Superintendent to approve a settlement as discussed in closed session in resolution of Civil Action No. 5:22-cv-00449-JKP-RBF, Jane Doe, a Pseudonym v. San Antonio Independent School District, in the U.S. District Court for the Western District of Texas, San Antonio Division. Second by Ms. Sebastian. This item was approved by a vote of 6-0 with Ms. Radle abstaining from the vote.
7. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
 Mr. Valdez moved to render a finding that good cause does not exist for the following employees to abandon their contract. Second by Mrs. Radle. This item was approved by a vote of 7-0 with all Board members being absent.
 1. Jaclyn Conroy Wild
 2. Tyler Pack
 3. Susan Flores
 4. Jessica Ceciliano
 5. Lisa M. Smith
 6. Kevin Allen
 7. Kenneth Linscott
 8. Jakob Lopez
 Mr. Valdez also made a motion to report to SBEC that the afore-mentioned employees have abandoned their contract without good cause and that the District recommends sanction against their certificates. Second by Mr. Garza. This item was approved by a vote of 7-0 with all Board members being absent.
8. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
 No action taken.
9. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
 No action taken.
10. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
 No action taken.

5. Adjournment

- A. Mrs. Martinez adjourned the meeting at 9:15 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Business Meeting B of the Board of Education of the San Antonio Independent School District held on Monday, October 17, 2022 were duly approved at a meeting held on November 7, 2022.

ATTEST:

Christina Martinez
 President, Board of Education
 San Antonio Independent School District

Arthur Valdez
 Secretary, Board of Education
 San Antonio Independent School District