



Agenda of Board Meeting November 19, 2024 The Board of Trustees Wichita Falls Independent School District

In Compliance with the Texas Government Code, Chapter 551, Subchapter C, the Board of Trustees of the Wichita Falls Independent School District will meet for a Board Meeting at 6:00 PM, on November 19, 2024, in the Board Room at the Education Center, 1104 Broad St, Wichita Falls, TX 76301.

The subjects to be discussed, considered, or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

I. CALL TO ORDER AND OPENING STATEMENT

II. PRESENTATION OF COLORS

III. INVOCATION

IV. PRESENTATIONS

- A. College Board National Recognition 3
- B. National Merit Scholars 4

V. PUBLIC COMMENT

VI. SUPERINTENDENT REPORT

VII. REPORTS OR SPECIAL DISCUSSION ITEMS

- A. Academy 4 Program
- B. Intruder Detection Audit Report Findings 5
- C. WFISD PD Update

VIII. CONSENT AGENDA

- A. Purchase of Food Service Box Trucks 6
- B. Purchase of Student Buses 50
- C. Purchase of Architect/Engineering Services for Rider Refresh 51
- D. Purchase of Roof Restoration for Burgess and Hirschi 76
- E. Minutes from October Meetings 93

IX. FINANCIAL SERVICES

- A. Electricity Contract Extension 100

X. SCHOOL ADMINISTRATION

- A. Campus Progress Presentation: Southern Hills Elementary 101

XI. HUMAN RESOURCES

- A. Applicant Pool 102

XII. BOARD MATTERS

- A. Election of Board Officers
- B. Closed Session:
 - 1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (*Pursuant to Texas Government Code Section 551.074*)
 - 2. Discussions regarding the deployment, or specific occasions for implementation, of security personnel or devices, or a security audit, to include districtwide intruder detection audit (*Pursuant to Texas Government Code Section 551.076*)
 - 3. Discussion of Purchase, Exchange, Lease or Value of Real Property (*Pursuant to Texas Government Code Section 551.072*)

XIII. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on Friday, November 15, 2024 at 2:00 pm.

For the Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES

November 19, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Debbie Dipprey, Executive Director of School Administration		
Presentation:	College Board National Recognition Students		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes students who received **College Board National Recognition** as submitted by Debbie Dipprey, Executive Director of School Administration, and recommended by Dr. Donny Lee, Superintendent.

Explanation:

In August 2024, College Board awarded thousands of students from across the country with academic honors through the annual National Recognition Programs. The programs celebrate underrepresented students who excel academically on College Board assessments, including PSAT/NMSQT[®], PSAT[™] 10, and AP[®] Exams. For the first time, the academic honors recognize first-generation students, in addition to rural and small town, Black, Indigenous, and Hispanic/or Latino students

Legacy High School

Senon Cabrera: First Generation Scholar, National Hispanic Recognized Scholar
Juan Gutierrez Jr.: First Generation Scholar, National Hispanic Recognized Scholar
Anna Luna Perez: National Indigenous Recognized Scholar
Kenneth Nguyen: First Generation Scholar
Saul Sanchez: First Generation Scholar, National Hispanic Recognized Scholar
Anh Tran: First Generation Scholar
Nayely Trejo: First Generation Scholar, National Hispanic Recognized Scholar
Jared Vazquez: National Hispanic Recognized Scholar
Nicholaus White: National Hispanic Recognized Scholar
Jessica Zardain: National Hispanic Recognized Scholar

Memorial High School

Aniyah Bascombe: National African American Recognized Scholar
Autumn Carrion: National Hispanic Recognized Scholar, First Generation Scholar
Joanna Chen: First Generation Scholar
Gabriel Estrada: First Generation Scholar, National Hispanic Recognized Scholar, Indigenous Recognized Scholar
Anthony Le: First Generation Scholar
Elyna Orue: National Hispanic Recognized Scholar
Chase Pontius: National Hispanic Recognized Scholar
Julisa Rodriguez: National Hispanic Recognized Scholar, First Generation Scholar
Florances Qiu: First Generation Scholar
Trae Steele: National African American Recognized Scholar
Kalina Wood-Jessup: National Indigenous Recognized Scholar

WICHITA FALLS ISD BOARD OF TRUSTEES
November 19, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Debbie Dipprey, Executive Director of School Administration		
Presentation:	National Merit Scholars		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes students who received **National Merit Commended and Finalist honors** as submitted by Debbie Dipprey, Executive Director of School Administration, and recommended by Dr. Donny Lee, Superintendent.

Explanation:

High school juniors entered the 2025 National Merit Scholarship Program by taking the 2023 Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT®), which served as an initial screen of program entrants.

Approximately 34,000 high scorers were named National Merit Commended Students. We are proud to have three National Merit Commended students in WFISD.

From over 16,000 Semifinalists, more than 15,000 are expected to advance to the Finalist level, and in February they will be notified of this designation. We are proud to have two National Merit Semifinalists in WFISD.

National Merit Semifinalist

Evan Liang - Memorial High School
Jun Park - Memorial High School

National Merit Commended

Maegan Roberson - Legacy High School
Giorgio Toffoli - Legacy High School
Aarya Tanjavur - Memorial High School

WICHITA FALLS ISD BOARD OF TRUSTEES
November 19, 2024

Agenda Item:	Discussion of Districtwide Intruder Detection Audit Report Findings		
Administrator Responsible:	Anthony Smith, Chief of Police		
Attachments:	No Attachment		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees in compliance with Texas Education Code 37.108 provide the public with notification that an Intruder Detection Audit was conducted by the Texas School Safety Center at a WFISD Campus and a corrective action was put into place due to findings as submitted by Anthony Smith, Chief of Police, and recommended by Dr. Donny Lee, Superintendent.

Explanation:

The top priority of the Wichita Falls Independent School Districts and the State of Texas is keeping students and staff safe every day. The Texas School Safety Center recently conducted an Intruder Detection Audit at one of our campuses. The audits test whether a campus is accessible to an unauthorized individual. This audit, conducted as part of Governor Abbott’s school safety directives for all school systems following the tragedy in Uvalde, seeks to help districts identify how campuses can improve safety for students, such as ensuring exterior doors are locked. The audit provides us with an opportunity to create a safer learning environment for our students and staff.

We are working closely with our district's School Safety & Security Committee to ensure that we are training all our staff and securing our doors for the protection of everyone at our campuses. The support from the state in conducting the Intruder Detection Audits is just one of the many actions we are taking to ensure our schools are safe. We know that this work does not end, and we appreciate the Board’s support.

We acknowledge that parents and community members are likely very interested in the details of the audit results; however, it is in the best interest of the students that we do not share this information to the broader public as it could lead to compromising important campus security information. Specific details of the Intruder Detection Audit will be discussed in the executive session and with the Safety and Security Committee. The Wichita Falls Independent School District is committed to providing a safe and secure learning environment for our students and staff.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 19, 2024

Agenda Item:	Purchase of Food Service Box Trucks		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Vendor Quotes		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of two (2) Box Trucks, totaling \$263,000.00 for WFISD Food Service, procured on RFP 2425-13-S-25 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

RFP 2425-13-S-25 for (2) Box Trucks for Food Service was advertised twice in the Times Record News and web-published for fourteen (14) days as required by Texas Department of Agriculture (TDA), as well as issued on WFISD’s electronic bid solicitation platform. Forty (40) vendors received notification of the solicitation and (3) responded with proposals for the (2) Box Trucks. All proposals for the both Box Trucks fully meet the vehicle specifications.

The responses received are as follows:

Vendor	Box Truck (refrigerated)	Year/Fuel	Reefer to 36°	Price
<i>Emerald Transportation Solutions</i>	<i>Isuzu NRR</i>	<i>2025 / Gas</i>	<i>Thermoking 690 50</i>	<i>\$130,500.00</i>
Industrial Power	Isuzu NRR	2025 / Gas	Carrier S9	\$154,377.53
Bruckner’s	Mack MD642	2025 / Diesel	Carrier S9	\$162,452.00
Vendor	Box Truck (freezer)	Year/Fuel	Reefer to 20°	Price
Emerald	Isuzu NRR	2025 / Gas	Thermoking 690	\$132,500.00
Bruckner’s	Isuzu NRR	2025 / Diesel	Carrier S10	\$164,529.00
Industrial	Mack MD642	2025 / Gas	Carrier S10	\$182,098.74

Current Food Service Delivery Vehicles:

Model	Make	Type	Purchased	Date Acquired	Purchase Price	Current Mileage
2024	Dodge Utility Van	Cargo Van	New	7/2/2024	\$51,386.00	
2024	Dodge Utility Van	Cargo Van	New	7/2/2024	\$51,386.00	
2024	Isuzu Refrigerated	Box Truck	New	9/24/2024	\$153,656.67	
2012	Isuzu NPR	Box Truck	New	1/19/2012	\$46,297.04	66,712
2008	Ford F350	Box Truck	New	2/26/2007	\$23,615.00	91,713
2008	Ford E250	Cargo Van	New	2/4/2008	\$20,270.00	93,524
2002	Chevy 2500 Cargo Express	Cargo Van	New	3/11/2002	\$18,400.00	117,856
2002	Isuzu NPR	Box Truck	New	7/9/2002	\$31,717.00	70,466
2000	Dodge Ram Wagon	Cargo Van	New	6/20/2000	\$18,360.00	161,829

Fiscal Note:

This purchase must also be approved by TDA and the expense will be from budgeted Excess Child Nutrition Funds (Plan 2) as approved by the Board in November 2023. Purchases over \$100,000 require the Board of Trustees approval per policy, CH Local.

Emerald Transportation Solutions

180 Etowah Trace
 Fayetteville, GA 30214
 Phone (404) 362-0092
 Fax (678) 827-7535

STOCK#	<u>Item 1 36 Degrees</u>	DATE	<u>10/15/24</u>
BUYERS NAME	<u>WFISD</u>		
ADDRESS	<u>1104 Broad St.</u>		
	<u>Lauren Zotz</u>		
CITY/STATE/ZIP	<u>Wichita Falls TX</u>		<u>76301</u>
RES. PHONE		BUS. PHONE	<u>940 235 1000</u>

LEAD TIME IS 90 DAYS AFTER RECEIPT OF ORDER

New
 Used
 Demonstrator

Year and Make 2025 Isuzu Model and Body Type NRR GAS 20' FK3 ARY TK 590 50 Lift Gate 36 Degrees
 Serial No. TBD Mileage _____ Color White

Description	Amount	Comments	Total
CASH PRICE OF VEHICLE	\$130,500.00	1. Cash price of Vehicle and Equipment	\$130,500.00
ADDITIONAL EQUIPMENT		2. Trade in:	
6.6L GAS ENGINE		Trade Allowance	
AISIN AUTOMATIC TRANSMISSION		Amount owed	\$0.00
AIR CONDITIONING, Dual Mirrors with Spot Mirrors		Net Trade	\$0.00
POWER WINDOWS/LOCKS			
AM/FM STEREO CD		3. Unpaid balance after trade	
176" WHEELBASE - 19,500 LB GVW		(No. 1 minus No. 2)	\$130,500.00
20' Poly van FK3 ARY 86" X 91" IDH & IDW		4. Other Charges	
Whiting Insulated Roll up Rear Door 1.5" Mid Temp		Dealer's Business	
10 Gauge Stainless Steel Rear Frame		License Tax	
ALUMINUM FLAT FLOOR W/ 10" SCUFF PROTECTION		Sales Tax	
Side Door with Stirup step and grab handle access		Title fee	
Two LED dome lights with LED marker lights		License fee	
Dhollandia 3300 lbs. tuck under lift gate		Processing fee for	
51" X 84" Aluminum Platform side steps and bumpers		Consumer services	
30 Gallon Aluminum Tank with battery and box		Total Other Charges	\$0.00
THERMO KING 590 50 Self Contained 230/3/60			
Electric Standby with 30 gallon aluminum Diesel tank		5. Balance after other charges	
Deliver to 2015 Fifth St. Wichita Falls, TX 76301		(No. 3 plus No.4)	\$130,500.00
CASH PRICE OF VEHICLE AND EQUIPMENT	\$130,500.00	6. Cash down payment:	
		Rec. No. _____	
		Rec. No. _____	
		Rec. No. _____	
		Total Cash down	\$0.00
		7. Unpaid balance after cash	
		(No. 5 minus No.6)	\$130,500.00

By executing this order, Purchaser acknowledges he has read all of its terms and has received a fully completed copy. Purchaser certifies he/she is 18 years of age or older. This order no valid unless signed and accepted by Dealer or his authorized representative.

Salesperson Todd Cawley Signed _____
Purchaser SSN/Driver's License No.

Approved Emerald Transportation Solutions Signed _____
Dealer or Authorized Representative Purchaser SSN/Driver's License No.

Customer net payoff _____ Date _____	Year & Make of Trade _____
Account # _____	Model & Body Type _____
Good until _____	Serial No. _____ ACV _____
Bank _____	Mileage _____
Address _____	
Phone# _____	
1st Lien to: _____	I Warrant and Guarantee a Title to the above named vehicle will be furnished to the Truck Source Inc. free and clear of all encumbrances within 4 days hereof in consideration of trade allowances.
Address _____	
Type/Amount _____ Date _____	Signed _____

Emerald Transportation Solutions

180 Etowah Trace
 Fayetteville, GA 30214
 Phone (404) 362-0092
 Fax (678) 827-7535

STOCK#	Item 2 0 Degrees	DATE	10/15/24
BUYERS NAME	WFISD		
ADDRESS	1104 Broad St.		
	Lauren Zotz		
CITY/STATE/ZIP	Wichita Falls	TX	76301
RES. PHONE		BUS. PHONE	940 235 1000

LEAD TIME IS 90 DAYS AFTER RECEIPT OF ORDER

New
 Used
 Demonstrator

Year and Make 2025 Isuzu Model and Body Type NRR GAS 20' FK3 ARY TK 690 50 Lift Gate Zero Degrees
 Serial No. TBD Mileage _____ Color White

CASH PRICE OF VEHICLE	\$132,500.00	1. Cash price of Vehicle and Equipment	\$132,500.00
ADDITIONAL EQUIPMENT		2. Trade in:	
6.6L GAS ENGINE		Trade Allowance	
AISIN AUTOMATIC TRANSMISSION		Amount owed	\$0.00
AIR CONDITIONING, Dual Mirrors with Spot Mirrors		Net Trade	\$0.00
POWER WINDOWS/LOCKS			
AM/FM STEREO CD		3. Unpaid balance after trade	
176" WHEELBASE - 19,500 LB GVW		(No. 1 minus No. 2)	\$132,500.00
20' Poly van FK3 ARY 86" X 91" IDH & IDW		4. Other Charges	
Whiting Insulated Roll up Rear Door 2.5" Low Temp		Dealer's Business	
10 Gauge Stainless Steel Rear Frame		License Tax	
ALUMINUM FLAT FLOOR W/ 10" SCUFF PROTECTION		Sales Tax	
Side Door with Stirup step and grab handle access		Title fee	
Two LED dome lights with LED marker lights		License fee	
Dhollandia 3300 lbs. tuck under lift gate		Processing fee for	
51" X 84" Aluminum Platform side steps and bumpers		Consumer services	
30 Gallon Aluminum Tank with battery and box		Total Other Charges	\$0.00
THERMO KING 690 50 Self Contained 230/3/60			
Electric Standby		5. Balance after other charges	
Deliver to 2015 Fifth St. Wichita Falls, TX 76301		(No. 3 plus No.4)	\$132,500.00
CASH PRICE OF VEHICLE AND EQUIPMENT	\$132,500.00	6. Cash down payment:	
		Rec. No. _____	
		Rec. No. _____	
		Rec. No. _____	
		Total Cash down	\$0.00
SIGNATURE _____ DATE _____		7. Unpaid balance after cash	
		(No. 5 minus No.6)	\$132,500.00

By executing this order, Purchaser acknowledges he has read all of its terms and has received a fully completed copy. Purchaser certifies he/she is 18 years of age or older. This order no valid unless signed and accepted by Dealer or his authorized representative.

Salesperson <u>Todd Cawley</u>	Signed _____	Purchaser	SSN/Driver's License No. _____
Approved <u>Emerald Transportation Solutions</u>	Signed _____	Purchaser	SSN/Driver's License No. _____
<small>Dealer or Authorized Representative</small>			

Customer net payoff _____ Date _____	Year & Make of Trade _____
Account # _____	Model & Body Type _____
Good until _____	Serial No. _____ ACV _____
Bank _____	Mileage _____
Address _____	
Phone# _____	
1st Lien to: _____	I Warrant and Guarantee a Title to the above named vehicle will be furnished to the Truck Source Inc. free and clear of all encumbrances within 4 days hereof in consideration of trade allowances.
Address _____	
8	
Type/Amount _____ Date _____	Signed _____



Bruckner's Truck & Equipment Retail Proposal

Financing Available!



[Scan QR Code to Complete an Application](#)

Date: **October 28, 2024**

CUSTOMER INFORMATION

Name: Wichita Falls ISD	
Name:	
Address: PO Box 97533	
CSZ: Wichita Falls, TX 76307	
Phone: (940) 235106	Cell:
Fax:	Contact: Lauren Zotz
Email: lzotz@wfishd.net	

EQUIPMENT INFORMATION

Stock #:	66379	UNITID	1322932
Year:	2025	BODY	Reefer
Make:	Mack		
Model:	MD6		
VIN:	1M2MDBAA8SS016457		
Salesperson:	Josh Phillips		

EQUIPMENT SPECIFICATIONS

Engine Make:	Cummins B6.7	Wheelbase:	270" w/ 207" Clear CA & 100" AF
Horsepower:	260hp w/ 660 Lb-ft Torque	Frame:	7mm Steel w/ 1,236,000 Lb-in RBM
Engine Brake:	Yes - Cummins Exhaust Brake	Interior Trim:	Mack MD Gray w/ Mordura Seats
Transmission:	Allison 2500RDS - 6-spd Automatic	Wheels Front:	Accuride Polished Aluminum
Front Axle:	Meritor - 10,000#	Wheels Rear:	Accuride Polished Aluminum
Rear Axle:	Meritor - 19,000#	Tire Size:	111R22.5
Rear Suspension:	Mack - 19,000# Air-Ride	Tire Front:	Bridgestone R268 Ecopia
Ratio:	5.57	Tire Rear:	Bridgestone M760 Ecopia

Chassis Includes the Following Local Extras:

<p>New Truck Prep - Includes PDI, \$100 Fuel, Bruckner Mudflaps, State Inspection, & Truck Wash w/ Interior Detail.</p>	<p>This Chassis Is Sitting On The Ground At Morgan And Can Be Ready To Deliver 120-150 Days.</p>
--	---

Morgan Refrigerated Van Body. Includes 26' Box w/ Aluminum Extruded Floor w/ 6" Scuff Around, 88" Wide x 88-3/8" Tall Rear Door, Curb Side Door w/ Steps & Grab Handle, & Carrier Supra S10 Reefer Installed.

	Each	Multiple Total
Trade-In Information: Trade 1: _____ Trade 2: _____	\$164,229.00	
Allowances:	-	
VIN:		
Year:		
Make:		
Model:		
Payoff:		
Quantity		
OTHER CHARGES:		
Tax, Title, and License Fees (Estimated):	-	-
Purchase Coverage Type: _____	-	-
Insurance Type: _____	-	-
Dealer Inventory Tax and Doc Fe	300.00	-
Cash Down Payment:		
TOTAL:	\$164,529.00	

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

CUSTOMER PROPOSAL



PREPARED FOR

WICHITA FALLS ISD
PO BOX 97533
WICHITA FALLS
TX 763077533

DATE

10/28/2024

PREPARED BY

BRUCKNER TRUCK SALES, INC.
4520 NW FRWY
WICHITA FALLS
TX 76306

QUOTE INFORMATION

BRUC2024000301F213
MD6 42R
Qty: 1





Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack model configured for your application. Every proposed spec from Mack is prepared with lowest total cost of ownership and highest return on investment as the key objectives for our customers.

This reflects Mack's focus on application excellence to deliver uptime and fuel economy, reduced maintenance, driver satisfaction, productivity and high resale value. The enclosed spec and recommendations have been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of dealer service locations. I think that after reviewing this proposal you will realize why Mack is "The American Truck You Can Count On."

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Yours sincerely

JOSH PHILLIPS

BRUCKNER TRUCK SALES, INC.

PREPARED FOR

WICHITA FALLS ISD
PO BOX 97533
WICHITA FALLS
TX 763077533

DATE

10/28/2024

PREPARED BY

BRUCKNER TRUCK SALES, INC.
4520 NW FRWY
WICHITA FALLS
TX 76306

QUOTE INFORMATION

BRUC2024000301F213
MD6 42R
Qty: 1

TECHNICAL SPECIFICATION

MD6 42R



				WEIGHT (LB)	
APPLICATION PACKAGES		DESCRIPTION		FRONT	REAR
S	GSXC1X	CHASSIS HEIGHT	DOCK HEIGHT	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION		FRONT	REAR
S	002GH2	CHASSIS (BASE MODEL)	MD642 - 42R MEDIUM DUTY, CLASS 6 w/ 6.7L, (MAX 25,995lbs GVWR) 103" BBC	2,095	552
S	99XE1X	ASSEMBLY PLANT	FACTORY USA (RV, MACK)	0	0
	0051P5	VEHICLE USE & BODY/TRAILER TYPE	DRY VAN, PICK UP & DELIVERY TRUCK	0	0
	0341A2	VEHICLE VOCATION	PICKUP & DELIVERY / SHORT HAUL SERVICE	0	0
S	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
	M84031	INTENDED REGISTRATION LOCATION	NEW MEXICO	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT12T	EMISSION WARRANTY CERTIFICATION	CARB + EPA for Cummins Diesel	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	032A99	OPERATING TERRAIN GRADE CONDITIONS	CITY, STARTING GRADES<6%	0	0
S	033A20	LOADING SURFACE FACTOR	ASPHALT LOADING AND / OR UNLOADING SURFACE	0	0

				WEIGHT (LB)	
ENGINE & TRANSMISSION		DESCRIPTION		FRONT	REAR
S	78AC5X	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2016	0	0
	1003J0	ENGINE / MOTOR	ISB6.7-260 DIESEL CUMMINS 260HP @ 2600RPM (GOV) 660 LB-FT, US21	1,579	-22
	1361U6	TRANSMISSION	2500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 6 (WITH PTO PROVISIONS)	349	51
S	E7EA1X	FUELSENSE CALIBRATION	ALLISON FUELSENSE, NEUTRAL AT STOP	0	0
S	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE	0	0

				WEIGHT (LB)	
ENGINE & TRANSMISSION EQUIPMENT		DESCRIPTION		FRONT	REAR
	HTXB2X	ENGINE BRAKE TYPE	ENGINE BRAKE	0	0
	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	0	0
S	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	0	0
	5NXB7X	ENGINE BLOCK HEATER	120 VOLT / 0.75 KW, ENGINE BLOCK HEATER	3	0
	TYXE1X	POWER TAKE OFF CONTROL	POWER TAKE OFF TRANSMISSION CONTROL, PREP KIT F/SINGLE PTO	0	0

				WEIGHT (LB)	
AXLE & SUSPENSION		DESCRIPTION		FRONT	REAR
S	2400R0	FRONT AXLE	10,000LB MERITOR MFS+ 4500 KG	1,156	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
AXLE & SUSPENSION		DESCRIPTION		FRONT	REAR
S	2440B4	SPRINGS - FRONT	MACK TAPERLEAF 10000# (4500 KG) GROUND LOAD RATING	0	0
S	2410A1	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 5" Q+	0	0
S	1JAAAX	PARKING BRAKE VALVE	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING	0	0
S	698058	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL 4S4M	0	0
	2520K2	REAR AXLE - SINGLE	19000# (8618 kg) MERITOR MS-19-13X, (W/O DIFF LOCK) CASING 9.5mm	0	1,098
	260AO0	REAR SUSPENSION - SINGLE	AL190 AIR-MACK 19000LB 8618KG	0	424
	ZAXD1X	SUSPENSION LEVELLING DEVICE (CA in PC29 only)	SUSPENSION LEVELLING AIR DUMP	0	0
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+	0	0
S	TAXNFX	REAR AXLE RATIO	RATIO 5.57, REAR AXLE	0	0

				WEIGHT (LB)	
CHASSIS EQUIPMENT		DESCRIPTION		FRONT	REAR
S	DPF05F	DPF DIESEL PARTICULATE FILTER	CUMMINS SINGLE MODULE E.A.T.S. RH SIDE UNDER CAB US17 (7L up to 270HP only!!)	84	42
S	130AA9	EXHAUST	UNDERFRAME RIGHT SIDE INBOARD MOUNTED (Diesel engines only)	0	0

				WEIGHT (LB)	
FRAME EQUIPMENT & FUEL TANKS		DESCRIPTION		FRONT	REAR
S	271270	WHEELBASE	270" Wheelbase (207" CA) 100" After-frame	646	646
S	274184	FRAME RAILS	STEEL - 260MM X 70MM X 7MM -- (10.24" X 2.75" X 0.275"); RBM 1,258,000 LB-IN	0	0
	JVXC1X	PRIMARY FUEL FILTER	DAVCO 245 FUEL FILTER/SEP/PRIME PUMP/12V PRE-HEAT (Diesel engines only)	16	0
	2880N8	FUEL TANK - LH	90 GALLON (340 L) 22" ALUMINUM ROUND	164	49

				WEIGHT (LB)	
CAB INTERIOR		DESCRIPTION		FRONT	REAR
S	198048	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0
	5RXA1X	BACK-UP ALARM	BACK-UP ALARM	0	0
S	PVXA2X	AIR RESTRICTION INDICATOR	MECHANICAL, GRADUATED, ON FILTER	0	0
S	LSXH1X	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF	0	0
S	40XAIX	FIRE EXTINGUISHER	HAND FIRE EXTINGUISHER 2.2 KG (5LB) ENGLISH DECAL, ABC	0	0
	4VX31X	WARNING TRIANGLE	THREE WARNING TRIANGLES	0	0
S	F8XAVX	AUDIO SYSTEM	RADIO, AM/FM, MP3, WEATHER BAND	0	0
S	5EAA1X	AUDIO INTEGRAT. PHONE HANDSFRE	AUDIO INTEGRATED HANDSFREE PHONE, BLUETOOTH	0	0
S	5FAA1X	AUDIO COMMUNICATION CONNECTOR	AUDIO COMMUNICATION CONNECTOR, USB AUDIO	0	0
S	D6XS1X	COMMUNICATION EQUIPMENT	FACTORY INSTALLED GEOTAB FLEET MANAGEMENT SYSTEM	0	0
S	3ZXG2X	DRIVER SEAT	MACK DRIVERS SEAT, AIR SUSPENDED	0	0
	U3CB5X	DRIVERS SEAT UPHOLSTERY	DRIVERS SEAT UPHOLSTERY, MORDURA	0	0
	34XH3X	PASSENGER SEAT	FIXED BENCH SEAT SUPPORT, INTEGRATED STORAGE BOX	51	0
	U4CB5X	PASSENGERS SEAT UPHOLSTRY	PASSENGERS SEAT UPHOLSTERY, MORDURA	0	0
S	592052	SEAT BELT(S)	ALL SEAT BELTS - FIXED D-RING, BLACK	0	0

TECHNICAL SPECIFICATION (cont.)



				WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION		FRONT	REAR
S	P8XD1X	HEADLAMPS	HEADLAMP TYPE, HALOGEN	0	0
	6MEE1X	HOOD RADIATOR GRILLE, FINISH	HOOD RADIATOR GRILLE FINISH, BRIGHT CHROME	0	0
	W9EADX	FRONT BUMPER FINISH	FRONT BUMPER FINISH BRIGHT	0	0
	1520I2	MIRRORS - EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, CHROME (Bulldog mirror)	31	0

				WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION		FRONT	REAR
	900AS0	TIRES BRAND/TYPE - FRONT	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs) (Total for QTY = 2)	243	0
	5310Z1	WHEELS - FRONT	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 2)	80	0
	FWT002	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS	0	0
	901090	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 4)	0	538
	346186	WHEELS - REAR	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 4)	0	159
	RWT004	REAR AXLE TIRE & WHEEL QUANTITY	FOUR REAR AXLE TIRES & WHEELS	0	0

				WEIGHT (LB)	
PAINT		DESCRIPTION		FRONT	REAR
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944CQ2	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION		FRONT	REAR
S	M58038	ENGINE TOWING WARRANTY	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	898002	VEHICLE WARRANTY TYPE	NORMAL DUTY WARRANTY CLASSIFICATION	0	0
S	M50AQ7	BASIC CHASSIS COVERAGE	CHASSIS PLAN 24 MO/UNLIMITED MI NORMAL DUTY PROTECTION PLAN	0	0
S	M51102	ENGINE WARRANTY	CUMMINS ENGINES B6.7 (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	M52032	EMISSION COMPONENT COVERAGE	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)	0	0
S	M560V6	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 24 MONTHS UNLIMITED MILEAGE	0	0
S	M57028	CHASSIS TOWING WARRANTY	STANDARD CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0

				WEIGHT (LB)	
SERVICES		DESCRIPTION		FRONT	REAR
S	S02011	MACK ONECALL AND ASIST	MACK ONECALL AND ASIST - 12 MONTH	0	0
S	S06013	PARTNERED SERVICES	GEOTAB FOR MACK TRUCKS - 12 MONTH	0	0

FRONT / REAR AXLE WEIGHTS (LB)

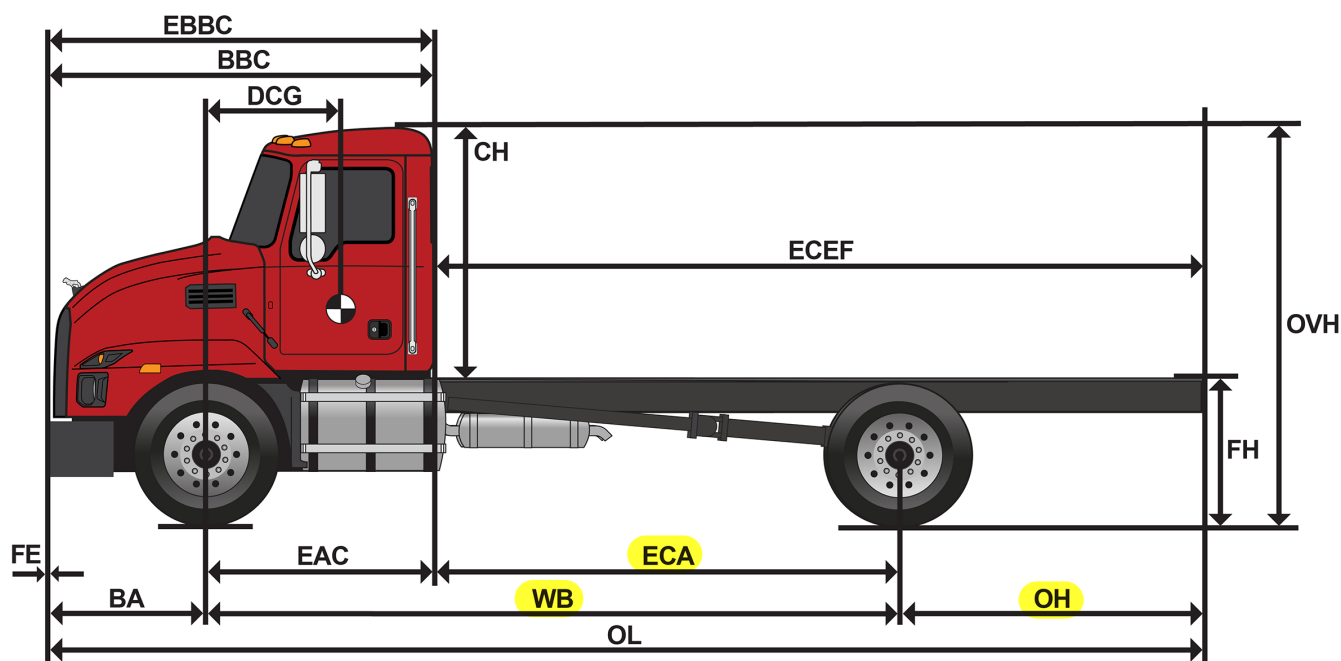
6491 3535

TOTAL WEIGHT (LB)

10025

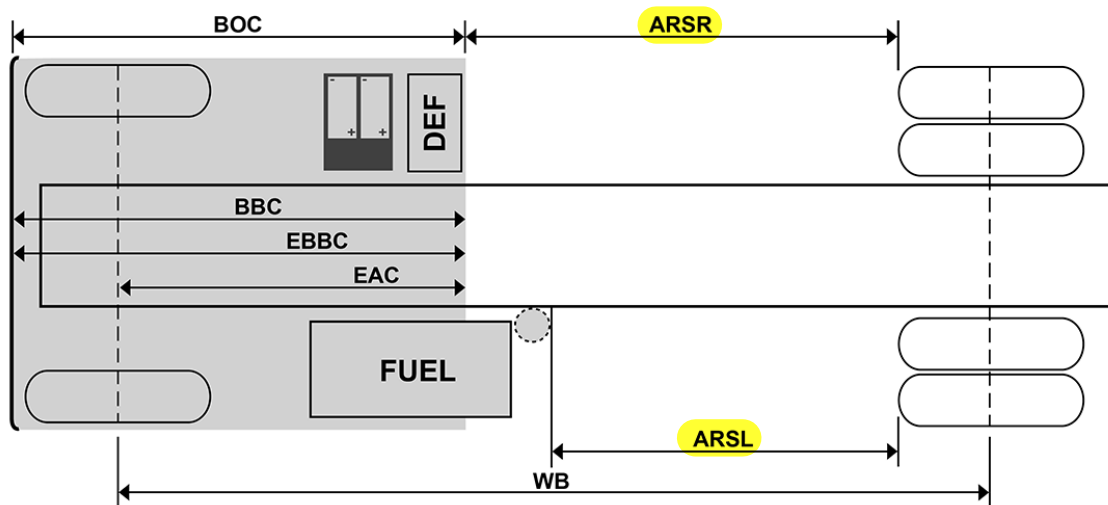
VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Length	UOM
Front Frame Extension	N/A	FE	0.0	INCHES
Bumper to Front Axle	N/A	BA	40.0	INCHES
Eff. Bumper to Front Axle	N/A	N/A	40.0	INCHES
Wheelbase	N/A	WB	270.1	INCHES
Rear Overhang	N/A	OH	100.0	INCHES
Overall Length	N/A	OL	410.1	INCHES
Bumper to Back of Cab	N/A	BBC	206.0	INCHES
Eff. Bumper to Back of Cab	N/A	EBBC	206.0	INCHES
Eff. Cab to Rear Axle	N/A	ECA	104.1	INCHES
Eff. Front Axle to Back of Cab	N/A	EAC	166.0	INCHES
Eff. Cab to End of Frame	N/A	ECEF	204.1	INCHES
Unladen Frame Height	N/A	FH	40.6	INCHES
Cab Height	N/A	CH	69.1	INCHES
Overall Height	N/A	OVH	109.7	INCHES
Driver CG	N/A	DCG	59.1	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

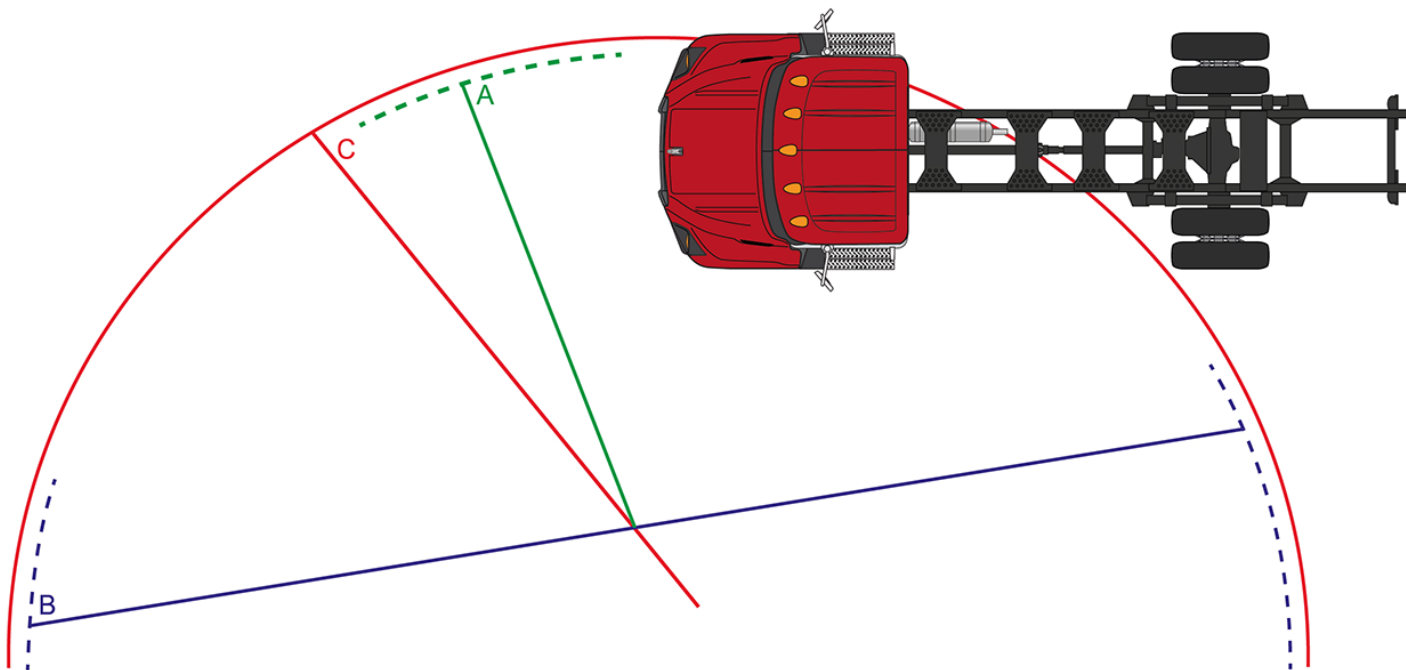
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	270.1	270.1
Available Rail Space Right	N/A	ARSR	N/A	188.0
Available Rail Space Left	N/A	ARSL	151.8	N/A
Eff. Front Axle to Back of Cab	N/A	REF	166.0	166.0
Front Axle To Fender	001AA3	N/A	30.0	30.0
Battery Box	001AA3	N/A	0.0	25.0
90 GALLON (340 L) 22" ALUMINUM ROUND / TRUCK	2880N8 / 001AA3	N/A	67.2	0.0
Ad-Blue Tank	001AA3	N/A	0.0	6.0
Drive Tire Radius	901090	N/A	21.1	21.1



Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Length	UOM
SAE Turning Radius	N/A	A*	38.5	FEET
Adjusted Turning Radius	N/A	A	40.5	FEET
Curb-to-Curb Diameter	N/A	B	81.9	FEET
Wall-to-Wall Diameter	N/A	C	96.0	FEET



Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components

MACK®



Mack Trucks
www.macktrucks.com



Bruckner's Truck & Equipment Retail Proposal

Financing Available!



Scan QR Code to Complete an Application

Date: **October 28, 2024**

CUSTOMER INFORMATION

Name: **Wichita Falls ISD**
 Name:
 Address: **PO Box 97533**

CSZ: **Wichita Falls, TX 76307**

Phone: **(940) 235106** Cell:

Fax: Contact: **Lauren Zotz**

Email: **lzotz@wfishd.net**

EQUIPMENT INFORMATION

Stock #: **66477** UNITID **1323637**

Year: **2025** BODY **Reefer**

Make: **Mack**

Model: **MD6**

VIN: **1M2MDBAA5SS015640**

Salesperson: **Josh Phillips**

EQUIPMENT SPECIFICATIONS

Engine Make:	Cummins B6.7	Wheelbase:	270" w/ 207" Clear CA & 100" AF
Horsepower:	260hp w/ 660 Lb-ft Torque	Frame:	7mm Steel w/ 1,236,000 Lb-in RBM
Engine Brake:	Yes - Cummins Exhaust Brake	Interior Trim:	Mack MD Gray w/ Mordura Seats
Transmission:	Allison 2500RDS - 6-spd Automatic	Wheels Front:	Accuride Polished Aluminum
Front Axle:	Meritor - 10,000#	Wheels Rear:	Accuride Polished Aluminum
Rear Axle:	Meritor - 19,000#	Tire Size:	111R22.5
Rear Suspension:	Mack - 19,000# Air-Ride	Tire Front:	Bridgestone R268 Ecopia
Ratio:	5.57	Tire Rear:	Bridgestone M268 Ecopia

Chassis Includes the Following Local Extras:

New Truck Prep - Includes PDI, \$100 Fuel, Bruckner Mudflaps, State Inspection, & Truck Wash w/ Interior Detail. **This Chassis Is Sitting On The Ground At Morgan And Can Be Ready To Deliver 120-150 Days.**

Morgan Refrigerated Van Body. Includes 26' Box w/ Aluminum Extruded Floor w/ 6" Scuff Around, 88" Wide x 88-3/8" Tall Rear Door, Curb Side Door w/ Steps & Grab Handle, & Carrier Supra S10 Reefer Installed.

		Each	Multiple Total
Trade-In Information:	Trade 1: Trade 2:	\$162,152.00	
Allowances:		-	
VIN:			
Year:			
Make:			
Model:			
Payoff:			
Quantity			
OTHER CHARGES:			
Tax, Title, and License Fees (Estimated):		-	-
Purchase Coverage	Type: _____	-	-
Insurance	Type: _____	-	-
Dealer Inventory Tax and Doc Fe		300.00	-
Cash Down Payment:			
TOTAL:		\$162,452.00	

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

CUSTOMER PROPOSAL



PREPARED FOR

WICHITA FALLS ISD
PO BOX 97533
WICHITA FALLS
TX 763077533

DATE

10/28/2024

PREPARED BY

BRUCKNER TRUCK SALES, INC.
4520 NW FRWY
WICHITA FALLS
TX 76306

QUOTE INFORMATION

BRUC2024000301F213
MD6 42R
Qty: 1





Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack model configured for your application. Every proposed spec from Mack is prepared with lowest total cost of ownership and highest return on investment as the key objectives for our customers.

This reflects Mack's focus on application excellence to deliver uptime and fuel economy, reduced maintenance, driver satisfaction, productivity and high resale value. The enclosed spec and recommendations have been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of dealer service locations. I think that after reviewing this proposal you will realize why Mack is "The American Truck You Can Count On."

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Yours sincerely

PREPARED FOR

WICHITA FALLS ISD
PO BOX 97533
WICHITA FALLS
TX 763077533

DATE

10/28/2024

PREPARED BY

BRUCKNER TRUCK SALES, INC.
4520 NW FRWY
WICHITA FALLS
TX 76306

QUOTE INFORMATION

BRUC2024000301F213
MD6 42R
Qty: 1

JOSH PHILLIPS

BRUCKNER TRUCK SALES, INC.

TECHNICAL SPECIFICATION

MD6 42R



				WEIGHT (LB)	
APPLICATION PACKAGES		DESCRIPTION		FRONT	REAR
S	GSXC1X	CHASSIS HEIGHT	DOCK HEIGHT	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION		FRONT	REAR
S	002GH2	CHASSIS (BASE MODEL)	MD642 - 42R MEDIUM DUTY, CLASS 6 w/ 6.7L, (MAX 25,995lbs GVWR) 103" BBC	2,095	552
S	99XE1X	ASSEMBLY PLANT	FACTORY USA (RV, MACK)	0	0
	005145	VEHICLE USE & BODY/TRAILER TYPE	FLATBED TRUCK	0	0
	0341A2	VEHICLE VOCATION	PICKUP & DELIVERY / SHORT HAUL SERVICE	0	0
S	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
	M84043	INTENDED REGISTRATION LOCATION	TEXAS	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT05T	EMISSION WARRANTY CERTIFICATION	EPA (only) Cummins Diesel	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	032A99	OPERATING TERRAIN GRADE CONDITIONS	CITY, STARTING GRADES<6%	0	0
S	033A20	LOADING SURFACE FACTOR	ASPHALT LOADING AND / OR UNLOADING SURFACE	0	0

				WEIGHT (LB)	
ENGINE & TRANSMISSION		DESCRIPTION		FRONT	REAR
S	78AC5X	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2016	0	0
	1003J0	ENGINE / MOTOR	ISB6.7-260 DIESEL CUMMINS 260HP @ 2600RPM (GOV) 660 LB-FT, US21	1,579	-22
	1361U6	TRANSMISSION	2500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 6 (WITH PTO PROVISIONS)	349	51
S	E7EA1X	FUELSENSE CALIBRATION	ALLISON FUELSENSE, NEUTRAL AT STOP	0	0
S	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE	0	0

				WEIGHT (LB)	
ENGINE & TRANSMISSION EQUIPMENT		DESCRIPTION		FRONT	REAR
	HTXB2X	ENGINE BRAKE TYPE	ENGINE BRAKE	0	0
	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	0	0
	3180A8	BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH	5	0
S	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	0	0
	5NXB7X	ENGINE BLOCK HEATER	120 VOLT / 0.75 KW, ENGINE BLOCK HEATER	3	0
S	TYXZ1X	POWER TAKE OFF CONTROL	WITHOUT POWER TAKE OFF CONTROL	0	0

				WEIGHT (LB)	
AXLE & SUSPENSION		DESCRIPTION		FRONT	REAR
S	2400R0	FRONT AXLE	10,000LB MERITOR MFS+ 4500 KG	1,156	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
AXLE & SUSPENSION		DESCRIPTION		FRONT	REAR
S	2440B4	SPRINGS - FRONT	MACK TAPERLEAF 10000# (4500 KG) GROUND LOAD RATING	0	0
S	2410A1	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 5" Q+	0	0
S	1JAAAX	PARKING BRAKE VALVE	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING	0	0
S	698058	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL 4S4M	0	0
	2520K2	REAR AXLE - SINGLE	19000# (8618 kg) MERITOR MS-19-13X, (W/O DIFF LOCK) CASING 9.5mm	0	1,098
	260AO0	REAR SUSPENSION - SINGLE	AL190 AIR-MACK 19000LB 8618KG	0	424
	ZAXD1X	SUSPENSION LEVELLING DEVICE (CA in PC29 only)	SUSPENSION LEVELLING AIR DUMP	0	0
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+	0	0
S	TAXNFX	REAR AXLE RATIO	RATIO 5.57, REAR AXLE	0	0

				WEIGHT (LB)	
CHASSIS EQUIPMENT		DESCRIPTION		FRONT	REAR
S	DPF05F	DPF DIESEL PARTICULATE FILTER	CUMMINS SINGLE MODULE E.A.T.S. RH SIDE UNDER CAB US17 (7L up to 270HP only!!)	84	42
S	130AA9	EXHAUST	UNDERFRAME RIGHT SIDE INBOARD MOUNTED (Diesel engines only)	0	0

				WEIGHT (LB)	
FRAME EQUIPMENT & FUEL TANKS		DESCRIPTION		FRONT	REAR
S	271270	WHEELBASE	270" Wheelbase (207" CA) 100" After-frame	646	646
S	274184	FRAME RAILS	STEEL - 260MM X 70MM X 7MM -- (10.24" X 2.75" X 0.275"); RBM 1,258,000 LB-IN	0	0
S	JVXBAX	PRIMARY FUEL FILTER	FUEL FILTER & WATER SEPARATOR (Diesel engines only)	12	0
	2880N8	FUEL TANK - LH	90 GALLON (340 L) 22" ALUMINUM ROUND	164	49

				WEIGHT (LB)	
CAB INTERIOR		DESCRIPTION		FRONT	REAR
S	198048	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0
S	5RXZ1X	BACK-UP ALARM	WITHOUT BACK-UP ALARM	0	0
S	PVXA2X	AIR RESTRICTION INDICATOR	MECHANICAL, GRADUATED, ON FILTER	0	0
S	LSXH1X	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF	0	0
S	40XAIX	FIRE EXTINGUISHER	HAND FIRE EXTINGUISHER 2.2 KG (5LB) ENGLISH DECAL, ABC	0	0
	4VX31X	WARNING TRIANGLE	THREE WARNING TRIANGLES	0	0
S	F8XAVX	AUDIO SYSTEM	RADIO, AM/FM, MP3, WEATHER BAND	0	0
S	5EAA1X	AUDIO INTEGRAT. PHONE HANDSFRE	AUDIO INTEGRATED HANDSFREE PHONE, BLUETOOTH	0	0
S	5FAA1X	AUDIO COMMUNICATION CONNECTOR	AUDIO COMMUNICATION CONNECTOR, USB AUDIO	0	0
S	D6XS1X	COMMUNICATION EQUIPMENT	FACTORY INSTALLED GEOTAB FLEET MANAGEMENT SYSTEM	0	0
S	3ZXG2X	DRIVER SEAT	MACK DRIVERS SEAT, AIR SUSPENDED	0	0
	U3CB5X	DRIVERS SEAT UPHOLSTERY	DRIVERS SEAT UPHOLSTERY, MORDURA	0	0
	34XH3X	PASSENGER SEAT	FIXED BENCH SEAT SUPPORT, INTEGRATED STORAGE BOX	51	0
	U4CB5X	PASSENGERS SEAT UPHOLSTRY	PASSENGERS SEAT UPHOLSTERY, MORDURA	0	0
S	592052	SEAT BELT(S)	ALL SEAT BELTS - FIXED D-RING, BLACK	0	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION		FRONT	REAR
S	P8XD1X	HEADLAMPS	HEADLAMP TYPE, HALOGEN	0	0
	6MEE1X	HOOD RADIATOR GRILLE, FINISH	HOOD RADIATOR GRILLE FINISH, BRIGHT CHROME	0	0
	W9EADX	FRONT BUMPER FINISH	FRONT BUMPER FINISH BRIGHT	0	0
	1520I2	MIRRORS - EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, CHROME (Bulldog mirror)	31	0

				WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION		FRONT	REAR
	900AS0	TIRES BRAND/TYPE - FRONT	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs) (Total for QTY = 2)	243	0
	5310Z1	WHEELS - FRONT	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 2)	80	0
	FWT002	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS	0	0
	901AX1	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE R268 ECOPIA (23360 lbs) (ALL POSITION) (Total for QTY = 4)	0	486
	346186	WHEELS - REAR	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 4)	0	159
	RWT004	REAR AXLE TIRE & WHEEL QUANTITY	FOUR REAR AXLE TIRES & WHEELS	0	0

				WEIGHT (LB)	
PAINT		DESCRIPTION		FRONT	REAR
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944CQ2	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION		FRONT	REAR
S	M58038	ENGINE TOWING WARRANTY	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	898002	VEHICLE WARRANTY TYPE	NORMAL DUTY WARRANTY CLASSIFICATION	0	0
S	M50AQ7	BASIC CHASSIS COVERAGE	CHASSIS PLAN 24 MO/UNLIMITED MI NORMAL DUTY PROTECTION PLAN	0	0
S	M51102	ENGINE WARRANTY	CUMMINS ENGINES B6.7 (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	M52032	EMISSION COMPONENT COVERAGE	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)	0	0
S	M560V6	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 24 MONTHS UNLIMITED MILEAGE	0	0
S	M57028	CHASSIS TOWING WARRANTY	STANDARD CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0

				WEIGHT (LB)	
SERVICES		DESCRIPTION		FRONT	REAR
S	S02011	MACK ONECALL AND ASIST	MACK ONECALL AND ASIST - 12 MONTH	0	0
S	S06013	PARTNERED SERVICES	GEOTAB FOR MACK TRUCKS - 12 MONTH	0	0

FRONT / REAR AXLE WEIGHTS (LB)

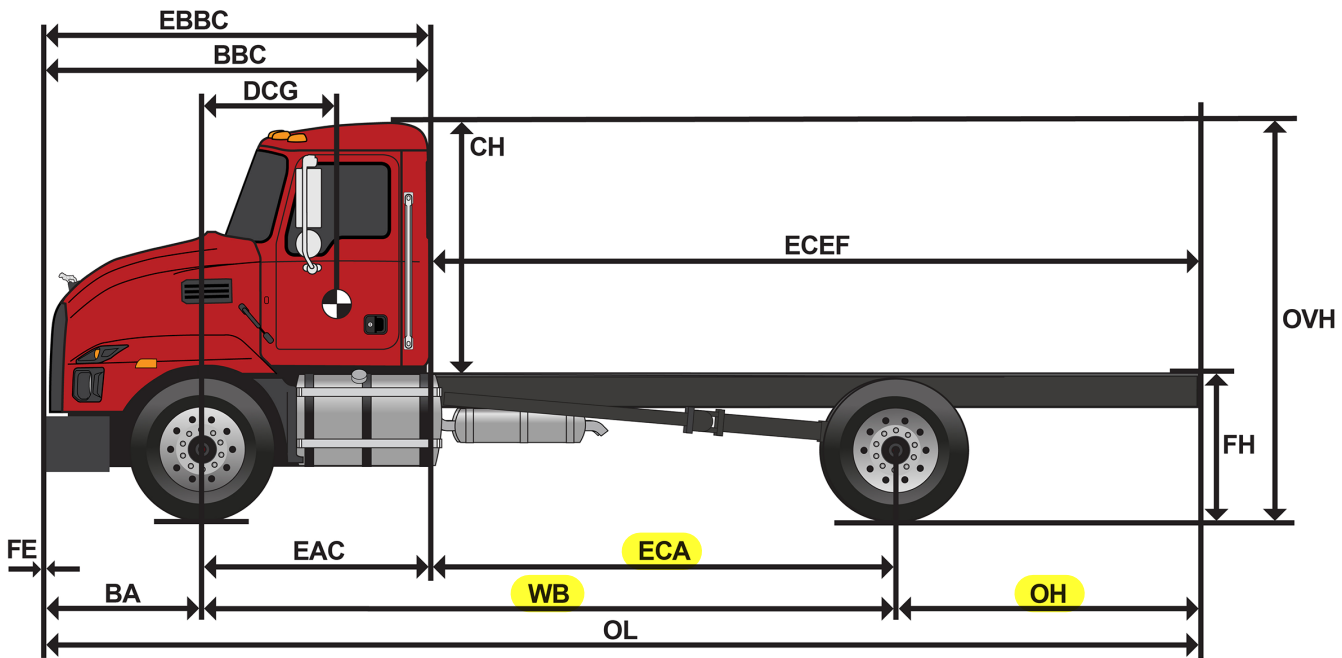
6491 3482

TOTAL WEIGHT (LB)

9972

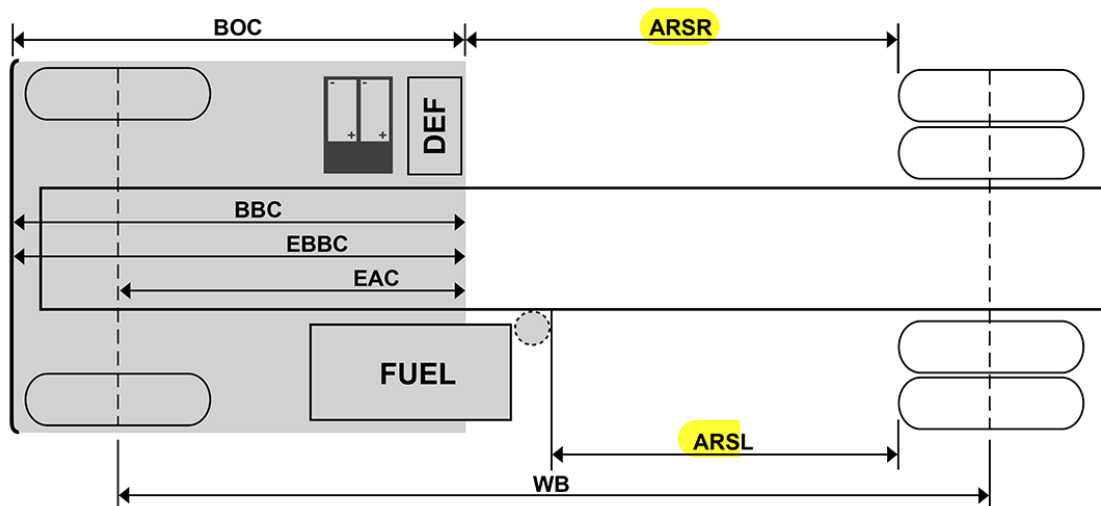
VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Length	UOM
Front Frame Extension	N/A	FE	0.0	INCHES
Bumper to Front Axle	N/A	BA	40.0	INCHES
Eff. Bumper to Front Axle	N/A	N/A	40.0	INCHES
Wheelbase	N/A	WB	270.1	INCHES
Rear Overhang	N/A	OH	100.0	INCHES
Overall Length	N/A	OL	410.1	INCHES
Bumper to Back of Cab	N/A	BBC	206.0	INCHES
Eff. Bumper to Back of Cab	N/A	EBBC	206.0	INCHES
Eff. Cab to Rear Axle	N/A	ECA	104.1	INCHES
Eff. Front Axle to Back of Cab	N/A	EAC	166.0	INCHES
Eff. Cab to End of Frame	N/A	ECEF	204.1	INCHES
Unladen Frame Height	N/A	FH	40.3	INCHES
Cab Height	N/A	CH	69.1	INCHES
Overall Height	N/A	OVH	109.4	INCHES
Driver CG	N/A	DCG	59.1	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

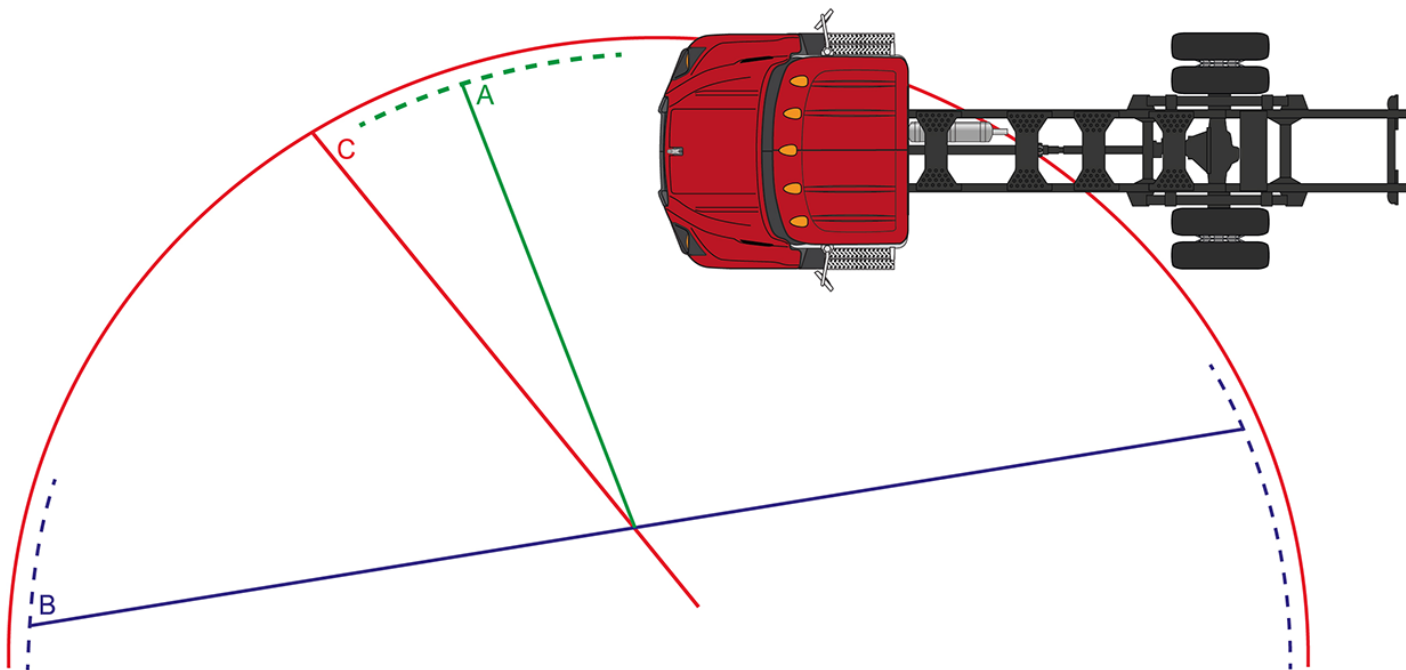
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	270.1	270.1
Available Rail Space Right	N/A	ARSR	N/A	188.3
Available Rail Space Left	N/A	ARSL	152.1	N/A
Eff. Front Axle to Back of Cab	N/A	REF	166.0	166.0
Front Axle To Fender	001AA3	N/A	30.0	30.0
Battery Box	001AA3	N/A	0.0	25.0
90 GALLON (340 L) 22" ALUMINUM ROUND / TRUCK	2880N8 / 001AA3	N/A	67.2	0.0
Ad-Blue Tank	001AA3	N/A	0.0	6.0
Drive Tire Radius	901AX1	N/A	20.7	20.7



Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Length	UOM
SAE Turning Radius	N/A	A*	38.5	FEET
Adjusted Turning Radius	N/A	A	40.5	FEET
Curb-to-Curb Diameter	N/A	B	81.9	FEET
Wall-to-Wall Diameter	N/A	C	96.0	FEET



Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components

MACK®



Mack Trucks
www.macktrucks.com



Quote: DN-0842312-2

Quoted By: AJ Hagler
Created: 10/25/2024
Revised: 10/25/2024

8051 MORGAN CIRCLE • CORSICANA, TX 75109 • Phone: • Fax: • www.morgancorp.com

Configuration: GVSR10326102, 3KTU
Reference:

Regional Sales Manager: AJ HAGLER
Technical Service Rep: MARTHA BRENEISER

Customer
BRUCKNER TRUCK SALES INC
9471 I-40 EAST

Contacts
Quote: Josh Phillips
p. 940-642-2240

Ship To
BRUCKNER TRUCK SALES INC.
4520 NW FRWY

AMARILLO, TX 79118

Ship to:
p.

WICHITA FALLS, TX 76306

Customer Number: **255824**
Terms: **N30**

Shipping Method: **Delivery/Driveaway**

Model **Description** **Plant**
GVSR10326102 **REFRIGERATED VAN BODY 26FT NOMINAL** **TX - Corsicana**

Body Dimensional Information		Chassis Information			Chassis Pickup? No	
Inside Height:	98	Make:	MACK	Year:	2025	
Inside Length:	307	Model:	MD642	WB:	270	
Inside Width:	95.15	Expected Date:		FW:	34	
Rear Door Opening (W x H):	88Wx88.38H	Color:	WHITE	CA:	207	FOB: 204
		Rear Axle:	Single (1)	Vert. Exh.:	No	
		Air Horns on Cab Roof.:	No			

Note: Body dimensional information above for reference only. These dimensions may change based on any special pricing items included in this quotation.

Specifications [DN-0842312-2]

OPTION	DESCRIPTION	QTY	Weight**
MBB Assembly	REFRIGERATED VAN BODY 26FT NOMINAL	1	0.001
SUBFRAME	3" I BEAM CROSSMEMBERS 12" CENTERS 4" JUNIOR LONGRAIL	1	805.65
	MYLAR TAPE IS APPLIED BETWEEN ALL STEEL SUBFRAME COMPONENTS AND EXTRUDED ALUMINUM LOWER BOTTOM RAILS TO PREVENT CORROSION	1	0.26
MOUNTING	FULL MOUNT-U BOLT	1	116.65
	MUDFLAPS-MORGAN 24" X 36" BLACK	1	18.1076
FLOOR	ALUMINUM-EXTRUDED INVERTED T-ANTI-SKID WITH 6" SCUFF	1	690.89
MOUNTING	UNDERCOATING WATER BASED UNDERCOATING APPLIED TO ROADSIDE AND CURBSIDE EXTERIOR AND INTERIOR OF LONG RAILS AND WHEEL PANS, AS APPLICABLE, EXCLUDING ALL OTHER FLOOR AND SUBFRAME EXTERIOR COMPONENTS	26	10.66
FLOOR	CRUSHER STRIPS-EXTRUDED ALUMINUM 4'	1	51.9
THRESHOLD	STAINLESS FLUSH TO REAR WITH THERMOBREAK AND COMPOSITE BUILDUP	1	145.2122
Rear Door RFR OHD	WHITING TEMPGARD 88" WIDE X 88 3/8" HIGH OPENING	1	236.16
REAR FRAME	HEADER SUB-COMPONENT FOR REEFER WITH OVERHEAD DOOR STAINLESS STEEL 12.25 HIGH	1	74.2378
	POST SUB-COMPONENT FOR REEFER WITH OVERHEAD DOOR STAINLESS STEEL, RECESSED COMBO LIGHTS, FOR 103 HIGH	1	102.12
	ENDPLATE SUB-COMPONENT WITH OVERHEAD DOOR	1	47.1201
	FOAM DAMS FOR OVERHEAD DOOR REAR	1	11.93
SIDE DOOR	WHITE SWING PANEL WITH 3" OF FOAM - OPENING 36 1/16" X 72 7/8"	1	104.38
	LOCATE DOOR ON CURBSIDE 13.06 IN. FROM INSIDE FRONT	1	0.001



Quote: DN-0842312-2

Quoted By: AJ Hagler
 Created: 10/25/2024
 Revised: 10/25/2024

8051 MORGAN CIRCLE • CORSICANA, TX 75109 • Phone: • Fax: • www.morgancorp.com

Side Door Step	TAKLER SLIDING TWO STEP WITHOUT PLATFORM INSTALL FOR SIDE DOOR APPLICATION	1	53.91
SIDE DOOR	TAKLER STEP LOCATED AT CURBSIDE SIDE DOOR	1	0.001
	ALUMINUM 12" GRAB HANDLE AT SIDEDOOR-BOLTED	1	0.51
DECALS	STANDARD FOR SIDE DOOR AT 45 1/16" AND FORWARD	1	0.8
SKINS-SIDES	.040 ALUMINUM PREPAINTED WHITE	1	222.0126
	RIVETS FOR FRONT AND SIDEWALLS-26 BODY	1	5.04
SIDE WALL	MORGAN STANDARD SIDE WALL WITH LIGHT WEIGHT ALUMINUM HAT POSTS ON 16"CENTERS CURBSIDE WITH SIDE DOOR	1	140.814
	MORGAN STANDARD SIDE WALL WITH LIGHT WEIGHT ALUMINUM HAT POSTS ON 16"CENTERS ROADSIDE	1	164.022
SIDE DOOR	ALUMINUM THRESHOLD FOR SIDE DOOR WITH 4" FLOOR FOAM	1	17.75
FRONT END	MORGAN STANDARD FRONT WALL WITH LIGHT WEIGHT ALUMINUM HAT POSTS & AERODYNAMIC STAINLESS STEEL RADII	1	59.991
SKINS-FRONT	.040 ALUMINUM PREPAINTED WHITE	1	32.42
SCUFF	FRONT SCUFF FOR 3" WALL WITH INVERTED T FLOOR	1	8.5
INSULATION	URETHANE FOAM-FRONT 4.00 IN.	1	20.62
	URETHANE FOAM-SIDE 3.00 IN.	1	72.27
	URETHANE FOAM-SIDE 3.00 IN.	1	70.92
	URETHANE FOAM-CEILING 3.00 IN.	1	259.8115
	URETHANE FOAM-FLOOR 4.00 IN.	1	504.1119
	URETHANE FOAM-REAR 3.00 IN.	1	32.13
LINER-SIDE	GLASSBOARD WITH 3-5" WALL AND 3-5" CEILING FOAM AND WITH SIDE DOOR	1	90.8
	GLASSBOARD NO DOOR	1	93.33
LINER-FRONT	GLASSBOARD	1	25.59
REEFER	REEFER OPENING CARRIER SUPRA S10 49" X 14"	1	0
	INSTALLATION CARRIER	1	11.46
	MORGAN TO SUPPLY AND INSTALL REFRIGERATION UNIT	1	0.001
	REINFORCEMENT CARRIER SUPRA S10	1	187.4216
	CARRIER SUPRA S10 WITH 208V/230V 3PH 60HZ ELECTRIC STANDBY	1	978
	INSTALLATION ELECTRIC STAND-BY CARRIER WITH MOUNTING BRACKET	1	9.2353
S E R V I C E PLATFORM	BODY MOUNTED SERVICE PLATFORM FOR 49.00" OPENING	1	65.6177
REEFER	(4) FOLDING STEPS AND GRAB HANDLE MOUNTED ON FRONT RADIUS	1	28.57
ROOF	PLASTIC DORMER 49" WIDE OPENING	1	51.255
	.032 ONE PIECE ALUMINUM SHEET WITH ROOF BOWS ON 24IN. CENTERS	1	131.69
	WITHOUT RADII, USED IN CONJUNCTION WITH DORMER	1	9.4498
INTERIOR LIGHTS	INTERIOR LED DOMELIGHT 18" W/MOTION SENSOR MORGAN SUPPLIED NO SWITCH	1	8.125



Quote: DN-0842312-2

Quoted By: AJ Hagler
Created: 10/25/2024
Revised: 10/25/2024

8051 MORGAN CIRCLE • CORSICANA, TX 75109 • Phone: • Fax: • www.morgancorp.com

Table with columns for item name, description, quantity, and price. Includes items like TOTAL DOMELIGHT(S), LIFTGATE, EXTERIOR LIGHTS, Rear Taillights, PAINT, DECALS, SAFETY ITEMS, and MOUNTING. Total Body Weight: 6680.4343

NOTES TO CUSTOMER:

As a condition of sale, Morgan may require an up-front deposit representing up to 50% of the purchase price listed on this Quote for material or component(s) that are "special order" or "unique" (e.g., items not readily transferrable by Morgan for other use), due and payable to Morgan prior to processing Customer's order.

Production dates for all orders requiring a chassis are subject to change at Morgan's sole discretion if full and accurate chassis Vehicle Identification Number(s) ("V.I.N.") and their matching Purchase Order number are not received by Morgan at least thirty (30) days prior to an originally scheduled production date.

DIMENSIONAL DATA: All dimensions, weights, and measurements specified herein are estimates and are subject to Morgan's manufacturing tolerances, may change without notice, and may vary depending on options selected.



Quote: DN-0842312-2

Quoted By: AJ Hagler
Created: 10/25/2024
Revised: 10/25/2024

8051 MORGAN CIRCLE • CORSICANA, TX 75109 • Phone: • Fax: • www.morgancorp.com

NOTICE: Morgan Truck Body, LLC manufactures all vehicles to conform to applicable U.S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at time of manufacture. Buyer/end-user is responsible for ensuring this vehicle, when operated, meets all applicable federal, state and local rules, regulations and statutes, including, but not limited to, those governing safety equipment, cargo securement, and accessories.

While the Goods remain on Morgan's premises, Morgan shall maintain the same degree of care, but no less than reasonable care, for Customer's Goods as it does for its own similar Goods. Morgan shall give Customer a notice of release ("Release Notice") of their completed truck body units and Customer shall remove, or authorize Morgan to remove, the Vehicles from Morgan's premises within five (5) days of the date thereof.

Morgan shall not be responsible nor otherwise be held liable for cargo loss, loss of use, property damage, commercial (economic) loss, or other direct, indirect, incidental, consequential, or special damages alleged to have been caused by any Morgan product, or any delay in delivery of such product.

Morgan reserves the right to increase the quoted prices based on increases in prices charged to Morgan by its suppliers as of the date of Morgan's receipt of the chassis and all customer supplied material (if any). In the occurrence of Goods ordered without chassis (i.e., flat-bed pick-ups/deliveries), Morgan reserves the right to increase the quoted prices based on increases in prices charged to Morgan by its suppliers anytime up to start of production of the Goods.

Morgan's Sales Agreement Terms and Conditions apply to this quote. Morgan's Sales Agreement Terms and Conditions are available via the following hyperlink: Morgan's Sales Agreement Terms and Conditions and upon request. Any additional or different terms proposed by Buyer, including but not limited to any that may appear on Buyer's Purchase Order, are objected to and hereby rejected.

Prices in \$USD

Body:
Freight:
Unit Price:
X QTY

Total Quote Price:

Quote is valid for 60 days and is subject to the terms and conditions of this Quote and Morgan's Sales Agreement Terms and Conditions. In the event customer receives written consent from Morgan to cancel any order. Morgan reserves the right to assess a cancellation fee of up to 50% of the prices set forth on the Quote / Sales Agreement.

Price quoted does not include applicable taxes.
Applicable taxes will be added at time of invoice.

Customer Acceptance of Quote - The pricing, specifications, and conditions of this quotation are satisfactory and are hereby accepted. We authorize Morgan to perform the work as specified. However, if full, 17 digit VIN (Vehicle Identification Number) is not provided to Morgan before at least 60 days of estimated chassis arrival date, Morgan reserves the right to delay the processing of this order. We (Customer) authorize and agree to allow Morgan to send email communication to us regarding chassis status and updates.

Customer Signature: Date of Acceptance: Customer PO Number:

PO and Chassis Details:

* Chassis Expected Date:

Table with 5 columns: #, * PO #, * Chassis VIN, Customer Unit #, Chassis Factory #. Contains 2 rows of chassis data.



Quote: DN-0842312-2

Quoted By: AJ Hagler
Created: 10/25/2024
Revised: 10/25/2024

8051 MORGAN CIRCLE • CORSICANA, TX 75109 • Phone: • Fax: • www.morgancorp.com

** PO #, Chassis VIN #, and Chassis Expected Date are required when placing an order with Morgan Corporation. Please provide if not listed above.*

Make:	MACK	Model:	MD642	Year:	2025	Color:	WHITE
WB:	270	CA:	207	FOB:	204		
Rear Axle:	Single (1)	Vert. Exh.:	No	Air Horns on Cab Roof.:	No		

Customer Accepts Chassis Specs

Initials: _____





RELIABLE climate control is CRITICAL when your product is on the line. That's why every Morgan refrigerated body is engineered to include active AND passive design features to support proper operation of your refrigeration system, and mitigate heat transfer.



Strategically placed grab handles and a variety of service step configurations provide easy access to the service platform, and lend to a safer work environment.

STANDARD FEATURES

Subframe - 3" I-Beam Crossmembers 12" Centers 3" Structural Longrail, Mylar Tape is Applied Between All Steel Subframe Components and Extruded Aluminum Lower Bottom Rails to Prevent Corrosion

Floor - Aluminum Extruded Hat-Smooth with 6" Scuff

Threshold - Stainless Flush to Rear with Thermobreak and Composite Buildup

Rear Door - Whiting Tempguard

Rear Frame - Stainless Steel, Including Built-In Header Design, Clearance Light Protector and Rain Deflector - Curbside and Roadside Grab Handles

Roof - .032" One Piece Aluminum Sheet with Anti-Snag Roof Bows on 24" Centers, with Crowed Rod Design, Which Helps Prevent Water/Ice Pooling

Skins - .040" Aluminum Prepainted White

Side Wall - Extruded Aluminum Top and Bottom Rails with 1 3/8 In. Deep Extruded Aluminum Z-Shaped Vertical Posts Installed on 16 In. Centers

Scuff - 3" with Hat Floor

Insulation - Urethane Foam-Front 4" / Side 3" / Ceiling 3" / Floor 4" / Rear 3"

Interior Liner - USDA Approved Seamless Glassboard

Front End - Aerodynamic Design, with Patented Poly-Tuff Corner Caps, Plastic Refrigerated Dormer and Folding Steps and Grab Handle Mounted on Front Radius

Bumper - 5" Structural Bumper with Pooched Surface and Closure Plate

Interior Lighting - (1) Dome with Switch in Cab without Loom

Exterior Lighting - LED Sealed Clearance Lights, Per FMVSS-108

Mounting - Full Mount- U Bolt

Mudflaps - Morgan 24" X 36" Black



Morgan's exclusive full-perimeter thermal breaks on doors and thresholds reduce outside heat from reaching inside cargo, add-in our slip-resistant, rear door threshold and you have safe and efficient cargo area.



Refrigerated Body's floor is fully insulated using Morgan's poured-in-place polyurethane foam process to ensure consistent density and equal insulation across the entire floor.



Cargo Interior Shown with E-track



1 1/4" Aluminum (Hat) Floor



1 1/4" Aluminum (Inverted T) Ribbed Floor



1 1/4" Aluminum (Hat) Floor with Anti-Skid Surface



1 1/4" Aluminum (Inverted T) Anti-Skid Floor

OPTIONS

Morgan Refrigerated truck bodies are already the best built and equipped in the industry. But you can further enhance their performance with a wide range of options. From bumpers, cargo-restraint systems and doors, to liners, liftgates and much more, trust Morgan to exceed your highest expectations.

- 4" And 5" Insulation Packages Available
- Walkramps
- Liftgates
- Refrigeration Unit and Installation
- Cargo Restraint Systems
- Strip Curtains
- Bulkheads - Permanent Or Moveable
- Side And Rear Door Options
- Various Flooring Options
- Custom Paint and Decal Installation
- Various Lighting Options
- Galvanized Rear Frame
- Multi-Temperature Applications
- Custom Side Door Steps
- Customized Rear Bumpers
- Shelving and Rack Systems
- Various Scuff Plate Options
- Maximizer Swing Side Door

Options That Set the Standard ³⁶



Cargo Interior Shown With E-track, Bulkhead/Multi-Temp Configuration and Strip-Curtain



Perhaps The Only Thing More Frustrating Than Having To Service Your Refrigeration Equipment Is Not Being Able To Access It Easily! Morgan's Body-or-Cab-Mounted (shown) Service Platforms Make It Easier (and Safer) To Maintain Your Refrigeration Unit

Specifications - Refrigerated Aluminum

LENGTH DIMENSIONS

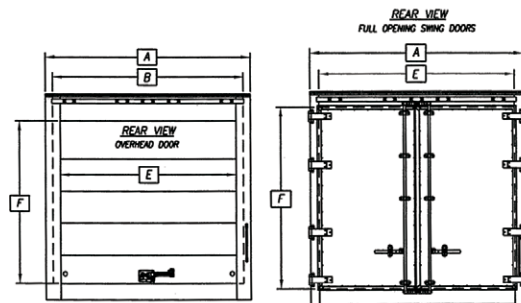
NOMINAL LENGTH	10	12	14	16	18	20	22	24	26	28
"K"	10' 5-5/8"	12' 5-5/8"	14' 5-5/8"	16' 5-5/8"	18' 5-5/8"	20' 5-5/8"	22' 5-5/8"	24' 5-5/8"	26' 5-5/8"	28' 5-5/8"
"L" - O/H ⁴	9' 7"	11' 7"	13' 7"	15' 7"	17' 7"	19' 7"	21' 7"	23' 7"	25' 7"	27' 7"
"L" - PANEL DOORS ⁵	9' 10"	11' 10"	13' 10"	15' 10"	17' 10"	19' 10"	21' 10"	23' 10"	25' 10"	27' 10"

Notes: 4.) O/H Door Dimensions Are For A Single Insulated Door. Subtract 1" For Double Insulated Doors.
5.) Panel Door Dimensions Are For 3" Thick Foam Doors. Subtract 1" for 4" Foam Doors, 2" For 5" Foam Doors.

"E" - REAR DOOR OPENING WIDTH

EXTERIOR BODY WIDTH	O/H DOOR		SWING PANEL DOORS ⁷	
	1.38", 3", 4" SIDE FOAM	5" SIDE FOAM	2, 3, OR 4 - PANEL FULL OPENING	1 OR 2 - PANEL NARROW OPENING
90	76"	74"	82"	43-3/4"
96	82"	80"	88"	43-3/4"
102	88"	86"	94"	43-3/4"

6.) Rear Door Opening Height Is Based On Standard 4" Floor Foam. Subtract 1" for 5" Floor Foam. Add 3-3/8" For Foam Between Sills.
7.) Side Wall Foam Thickness Does Not Affect Swing Panel Door Opening Width.



SIDE DOOR DIMENSIONS

"H" - SIDE DOOR HEIGHT						"G" SIDE DOOR WIDTH
SIDE DOOR	BODY HEIGHT					
	79	85	91	97	103	
STD. HEIGHT	66-7/8"	72-7/8"	72-7/8"	72-7/8"	72-7/8"	36-1/16"
FULL HEIGHT	66-7/8"	72-7/8"	78-7/8"	84-7/8"	90-7/8"	36-1/16"

HEIGHT DIMENSIONS

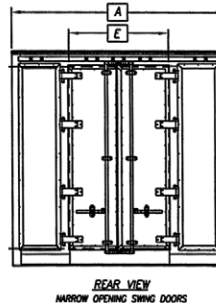
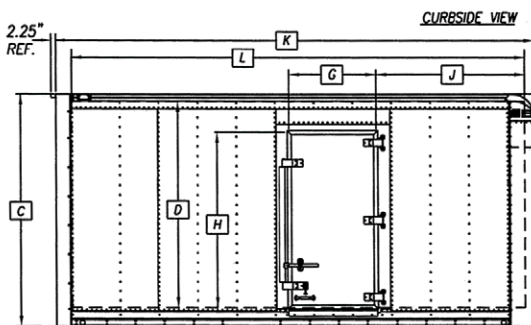
BODY HEIGHT	"C" ²	"D" ³		
		3" FOAM	4" FOAM	5" FOAM
		79	85-3/8"	74.00"
85	91-3/8"	80.00"	79.00"	78.00"
91	97-3/8"	86.00"	85.00"	84.00"
97	103-3/8"	92.00"	91.00"	90.00"
103	109-3/8"	98.00"	97.00"	96.00"

2.) Exterior Height Does Not Include Longitudinales
3.) Interior Height Is Based On Standard 4" Floor Foam. Subtract 1" For 5" Floor Foam. Add 3-9/16" For Foam Between Sills.

WIDTH DIMENSIONS

EXTERIOR BODY WIDTH	"A"	"B" ¹			
		1.38" FOAM	3" FOAM	4" FOAM	5" FOAM
90	90"	86-3/16"	83-3/16"	81-3/16"	79-3/16"
96	96"	92-3/16"	89-3/16"	87-3/16"	85-3/16"
102	102"	98-3/16"	95-3/16"	93-3/16"	91-3/16"

1.) Interior Width Dimension Is From Scuff To Scuff.



DIMENSIONAL KEY

- A = Overall Width
- B = Interior Width
- C = Exterior Height
- D = Interior Height
- E = Rear Door Opening Width
- F = Rear Door Opening Height
- G = Side Door Opening Height
- H = Standard Side Door Opening Height
- J = Leading Edge Of Side Door To Inside Front of Body
- K = Exterior Length of Body
- L = Inside Front Liner To Inside Rear Door Panel
- M = Bottom Of Evaporator Unit To Floor
- N = Bottom Of Condenser Unit To Bottom of Longitudinal (4" I-Beam)
- O = Depth of Refrigeration Unit Condenser
- P = Depth of Refrigeration Unit Evaporator

8.) Foremost Location Of Side Door is 13-1/16" From Inside Front Wall.
9.) Door Can Be Moved Fore and Aft of Std. Location on 2" Increments Only.
10.) Door Location is Based On 4" Of Foam In Front Wall.

CALCULATED WEIGHT CHART

BODY HEIGHT	BODY LENGTH									
	10	12	14	16	18	20	22	24	26	28
GVSR79	2440	2685	2944	3194	3456	3707	3967	4221	4482	4732
GVSR85	2505	2754	3019	3273	3539	3796	4059	4318	4584	4839
GVSR91	2571	2824	3092	3352	3613	3884	4153	4418	4691	4947
GVSR97	2635	2883	3166	3430	3705	3971	4244	4514	4789	5053
GVSR103	---	---	3239	3510	3789	4057	4338	4611	4891	5160

Body Weight Includes: Base Body, O/H Rear Door, D.O.T. Underide, Mud Flaps, Lighting Per FMVSS 108, Mounting Kit, Kemlite Liner Front, Sides and Ceiling, Steel Reinforcement For One-piece Reer Unit, 3" Foam Sides And Ceiling, 4" Foam Front And Floor, Smooth Extruded Aluminum Hat Floor, 4" Jr. I-Beam Longitudinales. Weight Tolerance = ± 3%

"F" - REAR DOOR OPENING HEIGHT⁶

BODY HEIGHT	OVERHEAD DOORS				SWING PANEL DOORS
	WHITING TEMPGUARD TODCO 1.12 POLARGUARD		WHITING COLDSAVER TODCO 2.50 POLARGUARD		
	3" AND 4" CEILING FOAM	5" CEILING FOAM	3" AND 4" CEILING FOAM	5" CEILING FOAM	3", 4" AND 5" CEILING FOAM
79	64 -3/8"	63-3/8"	63-3/8"	62-3/8"	69-5/8"
85	70-3/8"	69-3/8"	69-3/8"	68-3/8"	75-5/8"
91	76-3/8"	75-3/8"	75-3/8"	74-3/8"	81-5/8"
97	82-3/8"	81-3/8"	81-3/8"	80-3/8"	87-3/8"
103	88-3/8"	87-3/8"	87-3/8"	86-3/8"	93-5/8"

STANDARD SIDE DOOR LOCATIONS

BODY LENGTH	10	12	14	16	18	20	22	24	26	28
J	29-1/16"					61-1/16"				

For More Information Contact Your Morgan Representative or Authorized Morgan Distributor

800-666-7426 ■ www.morgancorp.com

Follow us!  



Visit our site



Products as shown may include optional equipment that is not part of the standard Morgan truck body configuration. Some product images may differ from current configurations and may not be available as depicted at the time of your order.

NOTE: All dimensions, weights, and measurements specified herein are subject to Morgan's manufacturing tolerances, may change without notice, and may vary depending on options selected.

Please Contact Morgan Representative for available options, complete up-to-date specifications and for measurements for your particular truck body and chassis specifications. © Morgan Corporation 01/2018

Isuzu NRR Gas 19,500 GVW with
20ft Hercules body and S9 Carrier
Reefer

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE



INDUSTRIAL POWER TRUCK & EQUIPMENT

712 N. Beach St., Fort Worth, TX 76111
 Phone: 817-834-7473 or Fax 817-834-1516
 www.iptruck.com

Invoice #	13337
PO#	
Date	11/7/2024
BID:	2425-13-S-25
Attention	WFISD
Bill To	WFISD
	Wichita Falls ISD

Salesman: Bailey Bible
 Cell Phone: 214-277-1590
 Email: baileyb@iptruck.com

Ship To Wichita Falls, ISD
 Fleet Manager Name _____

NEW TRUCK	PRICING
------------------	----------------

Description:	
VIN #	54DE5W1D2SSR00106
STOCK #	13337
BODY #	W&B
YEAR	2025
MAKE	Isuzu
MODEL	NRR1U4
BODY STYLE	20Ft. Reefer
*ODOMETER	1
WB	176"
Trade - In:	
VIN #	
LICENSE #	
YEAR	
MAKE	
MODEL	
BODY STYLE	
ODOMETER	
PAYOFF AMOUNT	
LIEN HOLDER	

MSRP:	\$75,360.00
	\$0.00
CHASSIS OPTIONS:	\$78,610.40
TRADE IN:	\$0.00
Subtotal:	\$153,970.40
VIT:	\$257.13
Title Transfer Fee:	\$0.00
Weight Slip/Inspection:	\$0.00
PDI:	\$0.00
Doc Fee:	\$150.00
Finance/Admin Fee:	\$0.00
Dealers Inventory Tax:	\$0.00

The Dealers Inventory Tax is collected and then forwarded to the county Tax assessor-collector to offset taxes on motor vehicle inventory. This is not a federal tax and is not mandatory.

Diesel Surcharge:

Effective 7-1-03, a surcharge of 1% of the sales price less trade-in will be charged and collected on the purchase of 1997 year or newer diesel engine trucks with a GVW greater than 14,000 lbs.

Chassis Options:	
	AMOUNT
20Ft Hercules Body with a Dhollandia RPH-33 3,000lb Lift Gate	\$47,025.00
Reefer - Carrier S9 with Electric standby & 30 Gallon Fuel Tank	\$26,443.00
Delivery & Transpo	\$400.00
Flooring through 2/7/25	\$4,742.40
PAC, PDI, Safety Inspection, Weigh	\$0.00
Extended Warranty Options:	

FRET:	\$0.00
EXTENDED WARRANTY:	\$0.00
Trade In Payoff:	\$0.00
Advanced rental:	\$0.00

Subtotal:

Down Payment:

Balance Due:

Delivery Timeline:

*Note: Federal odometer disclosure requirements are exempted on vehicles exceeding two tons or 16,000 pounds Gross Weight. Used vehicle odometer readings as such are not relied upon as actual miles unless specified in writing with the remark that "odometer reading in actual".

ALL costs represented herein are subject to manufacturers increases if not currently in stock at time of quote and as such are the financial responsibility of the buyer.

This includes Surcharges passed from the Manufacturer to the Dealer. All increases will be passed to the customer.

Sign: _____ Date: _____
 Print: _____ Email: _____
 Please Specify/Circle how Customer will pay: CHECK or ACH/WIRE

*Note: All government customers will have a Net30 to pay in full. IPT will retain the Title/MSO until payment has been received in full.

November 4, 2024 Body Specifications for Industrial Power

Vendor: W&B Service Company, Inc.

Standard Order Descriptions

Customer Approval _____

Model: Hercules Refrigerated Body 20'102"

Length: IS 239"

Height: IS 93 3/4"

Width: IS 96"

Exterior Panels: White aluminum exterior panels/aluminum upper and lower side rails

Understructure: 3" crosssills, 12" spacing with 4" Heavy Duty I-beam mainsills (Gusset Every Crossmember)
Cut ear off cross bars last 4' of body both R/S & C/S and instll 4" channel perimeter welded to crossbars. Full width rear gutter on flat floor with 2 drains.

Floor: Extruded Aluminum Hat floor anti-skid floor with (4) drains with rubber kazoos with forklift reinforcement package includes 2 extra crossmembers underlayment last 48"

Rear Door / Frame: 1-1/2" Whiting TempGuard roll up rear door 86.5" high X 85.5" W with heavy duty extruded aluminum rear frame with license plate light with overhead door track protectors

Side Door: Curbside Insulated door 34" X 72" H with grabhandle and stirrup steps

Grab Handles: (2) grab handles rear of body one on each side

Interior Lights: (2) recessed 18" Grote rectangular LED dome light motion sensor

Interior Liner: Smooth multi layered hi-impact resistant thermoplastic liner ceiling, sides & ends

Roof: One-piece aluminum, roof bows on 24" centers

Insulation: Insulation 4" Walls, 4" Floor, 4" Ceiling and 4" Front wall

Wearband: 12" Scuff extruded aluminum sides & front

Electrical: Marker lights with wire harness to FMVSS 108

Rear & Lights: 11 ga. Type 304B stainless steel rear threshold & threshold cap, 14 ga type 304B stainless steel uprights, aluminum header & roof rail

Refrigeration: Front wall adapted for Carrier refrigeration unit

Cab Walk: Cab walk mounted on front wall

Liftgate: Dhollandia Model RPH-33 3,300 pd capacity 50" X 85" aluminum platform with cab cut off switch and dual steps each side

Price Includes Mounting In Duncanville, TX \$47,025.00



Carrier S9

Standard Features Include

- SPECIFICATIONS:**
- 3 Cylinder Tier 4 Final D-722 Smart Diesel Engine**
 - 05K12 4 Cylinder Compressor**
 - R-404A Refrigerant**
 - APX Microprocessor Control System**
 - Data Recorder**
 - Automated Pre-Trip**
 - On Board Diagnostics**
 - Setpoint and Operating Mode Locking**
 - Smart Door Switch Logic**
 - Programmable Fresh Protect**
 - High Efficiency Refrigeration System with Micro Channel Condenser**
 - Maintenance Free Condenser Fan**
 - Maintenance Free Evaporator Fan Motors**
 - Cab Command Remote Control Center**
 - Auto Defrost Control**
 - Digital Readout**
 - Hour Meters, (Switch On, Diesel, Standby, Maintenance)**
 - Automatic Start/Stop Fuel Saver**
 - High output Alternator - 110 Amp**
 - Composite Skins**
 - Space Saver Evaporator**
 - Top Debris Protection Grille**
 - Bottom Panel**

WARRANTY: Two years parts and labor, Cab Command DIN Display, APX Control System, Engine, Compressor, Refrigeration Coils, Refrigeration Valves, Idler Pulley, Condenser and Evaporator Fans, Electric Standby Motor. One year parts and labor on balance of unit.

SELLING PRICE: Carrier S9
NET PRICING EACH: \$ 23,533.00

INSTALLATION: Installation \$ 1,200.00

OPTION: Electric Standby 230V/3PH/60HZ \$ 960.00
 30 Gallon Fuel Tank \$ 750.00

TOTAL PER UNIT INSTALLED \$ 26,443.00

Pricing is firm for 30 days and does not include any applicable taxes.

P.O. # _____

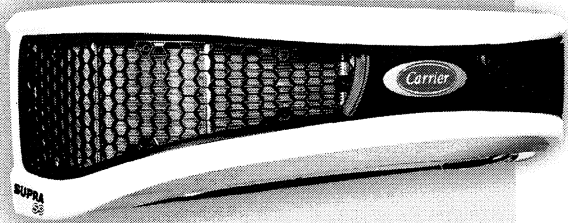
DATE: November 4, 2024

Attn: _____
 Industrial Power ISD

W & B Service Company
 Kathy Desmond

SUPRA

PERFORMANCE SPECIFICATIONS



Condenser Dimensions

75.4" x 32.1" x 24.2"
(1,914 x 815 x 615 mm)

Evaporator Dimensions

48.2" x 21.7" x 11.4"
(1,225 x 550 x 290 mm)

Body Opening

49.0" x 12.2"
(1,245 x 310 mm)

Approximate Weights

TDB-59: 908 lb (413 kg) without standby
TDS-59: 1,015 lb (460 kg) with electric standby

Evaporator Air Flow

1,500 cfm (2,548 m³/hr)

Cooling Capacity

Evaporator Return Air Temp.	Diesel Operation		Standby Operation	
	BTU/hr	Watts	BTU/hr	Watts
35°F (2°C)	24,000	7,034	23,500	6,887
0°F (-18°C)	18,500	5,422	17,500	5,129
-20°F (-29°C)	11,500	3,370	10,000	2,931

Ambient at 100°F (38°C)
Speed: 2,100 rpm diesel/60Hz electric standby operation

Supra® S9 Unit. Explore a unit engineered for the reliable transport of perishable and frozen food in large-sized trucks. The Supra S9 unit builds on a legacy 20 years in the making with an innovative new design, superior capacity and performance you can count on.

Proven Reliability. The Supra S9 unit provides higher capacity, faster pulldown and a smarter, high-efficiency platform that ensures dependability and peace of mind.

Intelligent Operation. APX™ Control System combines remarkable control intelligence, temperature control and system reliability with amazingly simple operation.

Quality Engineering. By streamlining the design and using fewer mechanical components, we've extended the service interval to 2,000 hours, increased the overall lifespan and greatly reduced total operating costs.

Expert Service and Support. With 180 dealer locations across North America and 24/7 service access, help is never out of reach.

Standard Features Include:

- Tier 4 Final D-722 smart diesel engine, 3 cylinder
- Electronic controls
- High-power 110-amp alternator
- ESI (Extended Service Interval) package
- 2,000 hour service interval
- Multistage, synthetic media oil filter
- Water-separating fuel filter
- Heavy-duty, low noise dry air cleaner
- Extended-life coolant
- 05K12, 4-cylinder compressor
- 24.4 in³ displacement
- Refrigerant R-404A, 7.1 lb. (3.2 kg)
- High-efficiency refrigeration system
- Electronic suction modulation valve
- Brazed plate heat exchanger
- Automatic start/stop fuel saver
- Three-way refrigeration valve system
- High-efficiency microchannel condenser
- Maintenance-free electric condenser fan
- Maintenance-free evaporator fan motors
- Automatic hot-gas heating system
- APX Control System
- Data recorder
- Automated pretrip with component level fault detection
- On-board diagnostics with visual indicator and audible alarm
- Setpoint and operating mode locking
- Smart door switch logic
- Programmable FreshProtect perishable protection system
- City speed control (quieter operation)

Standard Features (continued):

- Automatic defrost control
- Cab Command™ Controller
- Intuitive controls
- Digital readout
- Setpoint/operating mode
- Supply air temperature
- Ambient temperature
- Hour meters (switch on, diesel, standby, maintenance)
- Top grille
- Bottom panel
- Installation package

Accessories and Options:

- Carrier eSolutions™ telematics
- DataTrak™
- DataLink™2 independent data recorder/printer
- 460v/3ph/60Hz electric standby
- Electric standby standard with model TDS-59
- 208v/230v-3ph-60Hz
- Battery box (separate from truck)
- 30-gallon fuel tank
- 50-gallon fuel tank
- Remote temperature sensor
- Open door shutdown switch
- Fuel sensor
- Stealth™ Noise Reduction
- Auxiliary heat systems
- Remote light bar
- Snow/rain cover
- Refrigerant R-452A, 7.1lb (3.2kg)
- Oil drain adapter

Specifications are subject to change without notice.

Warranty: Product warranty and limitations are outlined in Form 62-12102.

This warranty is applicable only in North America. Consult your Carrier Transcold representative for warranty coverage elsewhere. Form: 62-12136. Rev B.

North America
Carrier Transcold
700 Olympic Drive
Athens, GA 30601 USA

Central America and Mexico
Carrier Transcold
Ejercito Nacional 253-A Piso 5
Colonia Anahuac
11320 Mexico D.F.

©2020 Carrier Corporation. Printed in USA 1/20.

Carrier, Transcold and Supra are registered trademarks of Carrier Corporation.



www.trucktrailer.carrier.com

Isuzu FTR Diesel 25,950 GVW with
26ft Hercules body and S10 Carrier
Reefer

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE



INDUSTRIAL POWER TRUCK & EQUIPMENT
 712 N. Beach St., Fort Worth, TX 76111
 Phone: 817-834-7473 or Fax 817-834-1516
 www.iptruck.com

Invoice # 13337
 PO# _____
 Date 11/7/2024
BID: 2425-13-S-25
 Attention WFISD
 Bill To WFISD

 Wichita Falls ISD

Salesman: Bailey Bible
 Cell Phone: 214-277-1590
 Email: baileyb@iptruck.com

Ship To _____
 Wichita Falls, ISD
 Fleet Manager Name _____

NEW TRUCK **PRICING**

Description:	
VIN #	54DK6S1FXSSA01409
STOCK #	13395
BODY #	W&B
YEAR	2025
MAKE	Isuzu
MODEL	FTR MT6
BODY STYLE	26FT Reefer
*ODOMETER	1
WB	224"
Trade - In:	
VIN #	
LICENSE #	
YEAR	
MAKE	
MODEL	
BODY STYLE	
ODOMETER	
PAYOFF AMOUNT	
LIEN HOLDER	

MSRP:	\$98,360.00
	\$0.00
CHASSIS OPTIONS:	\$83,285.40
TRADE IN:	\$0.00
Subtotal:	\$181,645.40
VIT:	\$303.34
Title Transfer Fee:	\$0.00
Weight Slip/Inspection:	\$0.00
PDI:	\$0.00
Doc Fee:	\$150.00
Finance/Admin Fee:	\$0.00
Dealers Inventory Tax:	\$0.00

The Dealers Inventory Tax is collected and then forwarded to the county Tax assessor-collector to offset taxes on motor vehicle inventory. This is not a federal tax and is not mandatory.

Diesel Surcharge: \$0.00

Effective 7-1-03, a surcharge of 1% of the sales price less trade-in will be charged and collected on the purchase of 1997 year or newer diesel engine trucks with a GVW greater than 14,000 lbs.

Chassis Options:	AMOUNT
26Ft Hercules Body with a Dhollandia RPH-33 3,000lb Lift Gate	\$49,785.00
Reefer - Carrier S10 with Electric Standby	\$27,258.00
Delivery & Transpo	\$400.00
Flooring through 2/7/25	\$4,742.40
PAC, PDI, Safety Inspection, Weigh	\$1,100.00
Extended Warranty Options:	

FRET:	\$0.00
EXTENDED WARRANTY:	\$0.00
Trade In Payoff:	\$0.00
Advanced rental:	\$0.00

Subtotal: \$182,098.74

Down Payment: \$0.00

Balance Due: \$182,098.74

Delivery Timeline: Feb-25

*Note: Federal odometer disclosure requirements are exempted on vehicles exceeding two tons or 16,000 pounds Gross Weight. Used vehicle odometer readings as such are not relied upon as actual miles unless specified in writing with the remark that "odometer reading in actual".

ALL costs represented herein are subject to manufacturers increases if not currently in stock at time of quote and as such are the financial responsibility of the buyer.

This includes Surcharges passed from the Manufacturer to the Dealer. All increases will be passed to the customer.

Sign: _____ Date: _____
 Print: _____ Email: _____
 Please Specify/Circle how Customer will pay: CHECK or ACH/WIRE

*Note: All government customers will have a Net30 to pay in full. IPT will retain the Title/MSO until payment has been received in full.

November 4, 2024 Body Specifications for Industrial Power

Vendor: W&B Service Company, Inc.

Customer Approval _____

Model: Hercules Refrigerated Body 26'102"

Length: IS 311"

Height: IS 96"

Width: IS 101-3/4"

Exterior Panels: White aluminum exterior panels/aluminum upper and lower side rails

Understructure: 3" crosssills, 12" spacing with 4" Heavy Duty I-beam mainsills (Gusset Every Crossmember)
Cut ear off cross bars last 4' of body both R/S & C/S and instll 4" channel perimeter welded to crossbars. Full width rear gutter on flat floor with 2 drains.

Floor: Extruded Aluminum Hat floor anti-skid floor with (4) drains with rubber kazoos with forklift reinforcement package includes 2 extra crossmembers underlayment last 48"

Rear Door / Frame: 1-1/2" Whiting TempGuard roll up rear door 86.5" high X 85.5" W with heavy duty extruded aluminum rear frame with license plate light with overhead door track protectors

Side Door: Curbside Insulated door 34" X 72" H with grabhandle and stirrup steps

Grab Handles: (2) grab handles rear of body one on each side

Interior Lights: (2) recessed 18" Grote rectangular LED dome light motion sensor

Interior Liner: Smooth multi layered hi-impact resistant thermoplastic liner ceiling, sides & ends

Roof: One-piece aluminum, roof bows on 24" centers

Insulation: Insulation 4" Walls, 4" Floor, 4" Ceiling and 4" Front wall

Wearband: 12" Scuff extruded aluminum sides & front

Electrical: Marker lights with wire harness to FMVSS 108

Rear & Lights: 11 ga. Type 304B stainless steel rear threshold & threshold cap, 14 ga type 304B stainless steel uprights, aluminum header & roof rail

Refrigeration: Front wall adapted for Carrier refrigeration unit

Cab Walk: Cab walk mounted on front wall

Liftgate: Dhollandia Model RPH-33 3,300 pd capacity 50" X 85" aluminum platform with cab cut off switch and dual steps each side

Price Includes Mounting In Duncanville, TX \$49,785.00



Carrier Supra S10

Standard Features Include

SPECIFICATIONS: D1105 Smart Diesel 3 Cylinder
 05K24, 4-Cylinder Compressor
 R-404A Refrigerant
 Automatic Hot-Gas Heating System
 Microprocessor Control System
 Cab Command Remote Control Center
 Critical Cargo Monitor - In Cab
 Red Light Visual Warning Alarm - In Cab
 Automatic Pre-Trip
 Automatic Start/Stop Fuel Saver
 Programmable Out-Of-Range Shutdown
 Alternator - 150 Amp
 Defrost Timer
 Composite Skins with Service Door
 Space Saver Evaporator
 Digital Temperature Display
 Self-Diagnostics

WARRANTY: Two years parts and labor, three way valve, radiator,
 Condenser and evaporator coils, microprocessor, engine, compressor,
 condenser fan shaft (belt drive), electric standby motor(if equipped).
 One-year parts and labor on balance of unit.

SELLING PRICE: Carrier Supra S10

NET PRICING EACH: \$ 24,948.00

Installation \$ 1,250.00

OPTION: Electric Standby 230V \$ 1,060.00

TOTAL \$ 27,258.00

Pricing is firm for 30 days and does not include any applicable taxes.

P.O. # _____

DATE: November 4, 2024

 Attn: Industrial Power / ISD

 W&B Service Company
 Kathy Desmond



SUPRA
S10



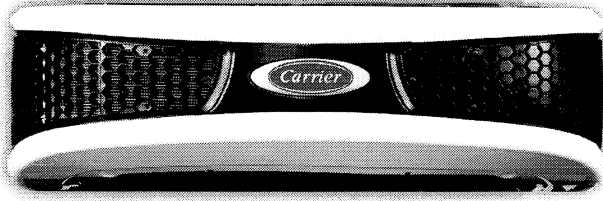
**SUPRA® POWERED INNOVATION FOR
THE LARGEST STRAIGHT TRUCKS.**

Turn to the next generation in the industry's most trusted
diesel truck refrigeration unit.

SUPRA

S10

PERFORMANCE SPECIFICATIONS



Supra® S10 Unit. Confidently transport perishable and frozen food via the largest sized trucks with the Supra S10 unit. With exceptional capacity, airflow and overall performance all wrapped in a new sleek design, it's the perfect way to add value to fleets of all sizes.

Quality Engineering. By streamlining the design and using fewer mechanical components, we've extended the service interval to 2,000 hours, increased the overall lifespan and greatly reduced total operating costs.

Intelligent Operation. The APX™ control system – as seen on the Carrier Transcold X4™ and Vector™ platforms – provides the ideal balance of temperature control, fuel management and remarkable control intelligence to maintain an ideal environment inside the truck.

Expert Service and Support. With 180 dealer locations across North America and 24/7 service access, help is never out of reach.

Condenser Dimensions

75.4" x 32.1" x 24.2"
(1,914 x 815 x 615 mm)

Evaporator Dimensions

48.2" x 23.5" x 13"
(1,225 x 597 x 330 mm)

Body Opening

49.0" x 13.8"
(1,245 x 351 mm)

Approximate Weight

TDB-5B: 1,025 lb (466 kg) without standby
TDS-5B: 1,102 lb (501 kg) with electric standby

Evaporator Airflow

1,600 cfm (2,718 m³/hr)

Cooling Capacity

Evaporator Return Air Temp.	Diesel Operation		Standby Operation	
	BTU/hr	Watts	BTU/hr	Watts
35°F (2°C)	37,000	10,850	27,000	7,915
0°F (-18°C)	23,000	6,740	21,000	6,155
-20°F (-29°C)	15,000	4,400	14,000	4,105

Ambient at 100°F (38°C)
Speed: 2,100 rpm diesel/60Hz electric standby operation

Standard Features Include:

- Tier 4 Final D1105 smart diesel engine, 3 cylinder
- Electronic controls
- High-power 150-amp alternator
- ESI (Extended Service Interval) package
- 2,000-hour service interval
- Multistage, synthetic media oil filter
- Water-separating fuel filter
- Heavy-duty, low-noise dry air cleaner
- Extended-life coolant
- 05K24, 4-cylinder compressor
- 24.4 in³ displacement
- Refrigerant R-404A, 8.2 lb (3.7 kg)
- High-efficiency refrigeration system
- Electronic suction modulation valve
- Brazed plate heat exchanger
- Automatic start/stop fuel saver
- Three-way refrigeration valve system
- High-efficiency microchannel condenser
- Maintenance-free electric condenser fans
- Maintenance-free evaporator fan motors
- Automatic hot-gas heating system
- APX control system
- Data recorder
- Automated pretrip with component-level fault detection
- On-board diagnostics with visual indicator and audible alarm
- Setpoint and operating mode locking
- Smart door switch logic
- Programmable FreshProtect perishable protection system
- City speed control (quieter operation)

Standard Features (continued):

- Automatic defrost control
- Cab Command™ Controller
- Intuitive controls
- Digital readout
- Setpoint/operating mode
- Supply air temperature
- Ambient temperature
- Hour meters (switch on, diesel, standby, maintenance)
- Top grille
- Bottom panel
- Installation package

Accessories and Options:

- Lynx Fleet™ telematics platform
- DataTrak™
- Electric standby:
 - 208/230v-3ph-60Hz
 - or 460v-3ph-60Hz
- Battery box (separate from truck)
- 30-gallon fuel tank (center fill or end fill)
- 50-gallon fuel tank
- Remote temperature sensor
- Open door shutdown switch
- Fuel sensor
- Stealth™ Noise Reduction
- Auxiliary heat systems
- Fuel heater
- Remote light bar
- Snow/rain cover
- Refrigerant R-452A, 8.2 lb (3.7 kg)
- Oil drain adapter

Specifications are subject to change without notice.
Warranty: Product warranty and limitations are outlined in Form 62-12102.
This warranty is applicable only in North America. Consult your Carrier Transcold representative for warranty coverage elsewhere. Form: 62-12200. Rev B.

North America
Carrier Transcold
700 Olympic Drive
Athens, GA 30601 USA

Central America and Mexico
Carrier Transcold
Ejercito Nacional 253-A Piso 5
Colonia Anahuac
11320 Mexico D.F.

©2022 Carrier. All Rights Reserved. Printed in USA 7/22.
Carrier, Transcold and Supra are registered trademarks of Carrier Corporation.



www.trucktrailer.carrier.com

WICHITA FALLS ISD BOARD OF TRUSTEES
November 19, 2024

Agenda Item:	RFP 2425-16-S-25 Purchase of Ten (10) New Buses		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	None		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees award RFP 2425-16-S-25 for the Purchase of ten (10) new school buses to Thomas Bus Group for a total of \$1,396,000, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

RFP 2425-16-S-25 was advertised twice in the Times Record News and issued on WFISD’s electronic bidding platform. Forty (40) vendors received email notification of the bid opportunity, four (4) vendors accessed the bid, and two (2) submitted proposals. The RFP was originally issued for twelve (12) buses but the two (2) activity buses were not awarded (canceled) to allow the opportunity to explore improved activity bus options not included in this bid.

Vendor pricing evaluations are outlined below. The recommendation is to award the purchase of all buses from Thomas Bus Group for the total of \$1,396,000. The low-priced options also provide for the quickest lead time ARO (after receipt of order).

	Rush Bus Centers San Antonio, Texas		Thomas Bus Group Houston, Texas	
	Pricing and Lead Time ARO	RFP Score	Pricing and Lead Time ARO	RFP Score
Qty 4, 77-Passenger School Bus (without lift)	\$143,009 each \$572,036 total 180 days ARO	99.2	\$142,000 each \$568,000 total 60 days ARO	100.0
Qty 6, 53-Passenger School Bus (with passenger lift)	\$144,378 each \$866,268 total 180 days ARO	95.58	\$138,000 each \$828,000 total 112 days ARO	100.0
Totals	\$1,438,304		\$1,396,000	Savings of \$42,304

Fiscal Note:

These buses will be purchased out of budgeted funds. This purchase exceeds \$100,000 and requires the Board of Trustees approval per policy, CH Local.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 19, 2024

Agenda Item:	Purchase of Architect/Engineering Services for Rider Refresh and Food Service Improvements		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Contract (11062024 BYSP AIA (unsigned))		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of the Architect and Engineering services from BYSP Architects in the amount not to exceed \$279,200.00 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

BYSP was selected on RFQ 2324-29-S-26 to provide as-needed Architect and Engineering (“A/E”) services on an as-needed, as-approved basis in the 2025-2026 fiscal year. The recommended A/E projects include:

Project	A/E Project Cost	Services Provided
Rider Refresh	\$93,000	a. As-built survey & analysis, b. Program/Scope Validation, c. Construction documents d. Permitting, bid negotiation assistance e. Construction administration
Rider Food Service Renovations*	\$39,750	
Warehouse, Cooler Replacement*	\$38,150	
Rider Renovations (project canceled)	< \$108,300†	†Limited to services outlined in a., b., and c.
Total	\$279,200	

As the district continues to consolidate and close campuses, per the aggressive consolidation plan, and as well as make Food Service improvements utilizing Excess Food Service Funds, the district recommends the proposed budget not to exceed \$279,200.00 as submitted by BYSP, to complete the Rider Refresh Project and Rider Food Service Renovations to prepare it for the 25-26 School Year, and to replace the Food Service Warehouse walk-in chiller unit that is at end of life.

Fiscal Note:

This expenditure for Rider Refresh and Rider Renovations not to exceed \$201,300.00 will be paid with Fund Balance, the Food Service Improvements totaling \$77,900.00 will be paid with Food Service Excess Fund Balance (Plan 1) for a grand total expenditure amount of \$279,200.00. Purchases over \$100,000 require Board of Trustees approval per policy, CH Local.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth (18th) day of October in the year Two Thousand Twenty Four (2024)
(In words, indicate day, month and year.)

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

Wichita Falls Independent School District
1104 Broad Street
Wichita Falls, Texas 76301
Phone: (940) 235-1000

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

BYSParchitects
1005 9th Street – Suite 200
Wichita Falls, Texas 76301
Phone: (940) 761-2404

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

Renovations and refreshing of Rider High School into the new Rider Jr. High School, 4611 Cypress Avenue, Wichita Falls, Wichita County, Texas 76310, and renovations of the Food Service Facility at the Wichita Falls Independent School District Support Center, 2015 Fifth Street, Wichita Falls, Wichita County, Texas 76301

The Owner and Architect 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.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

§ 1.1.2 The Project's physical characteristics:

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

These projects occur at Rider Hight School and the WFISD Support Center, both of which are detailed in the project description on page 1.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

- .2** Construction commencement date:
1. Rider Refresh: January 13, 2025
 2. Rider Renovations: February 3, 2025
 3. Support Center Renovations: February 3, 2025

- .3** Substantial Completion date or dates:
1. Rider Refresh: May 30, 2025
 2. Rider Renovations: June 27, 2025
 3. Support Center Renovations: August 1, 2025

- .4** Other milestone dates:

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

Competitive Sealed Proposals (CSP).

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

Not Applicable

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

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

Steve Wood, AIA – Vice President
BYSParchitects
1005 Ninth Street, Suite 200
Wichita Falls, Texas 76301

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

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

- .1** Geotechnical Engineer:

Not Applicable

Init.

.2 Civil Engineer:

Not Applicable

.3 Other, if any:

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

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

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Brad Shinpaugh PE
Shinpaugh Engineering
#4 Eureka Circle
Wichita Falls, Texas 76308

.2 Mechanical Engineer:

Brian Richards PE
Summit Consultants, Inc.
1300 Summit Avenue
Fort Worth, Texas 76102

.3 Electrical Engineer:

Brian Richards PE
Summit Consultants, Inc.
1300 Summit Avenue
Fort Worth, Texas 76102

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

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

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:18:22 ET on 10/22/2024 under Order No.4104245783 which expires on 12/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aicontracts.com.

User Notes:

(1248884791)

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

§ 1.3 The parties 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.

§ 1.3.1 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 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

Init.

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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.

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

§ 3.6.2.3 The Architect shall 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	Architect-Basic
§ 4.1.1.3 Measured drawings	Not Provide
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect - Basic
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect - Basic
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect - Basic
§ 4.1.1.15 As-designed record drawings	Architect - Basic
§ 4.1.1.16 As-constructed record drawings	Architect - Basic
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Architect - Basic
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not Applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Unlimited visits to the site by the Architect during construction
- .3 Unlimited inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Unlimited inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably

necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

1. Rider Middle School – Phase I Refresh	\$ 93,000
a. As-Built Survey & Analysis	
b. Program/Scope Validation	
c. Construction Documents	
d. Permitting*, bid-negotiation	
e. Construction Administration	
2. Rider Middle School – Phase II Renovations - SPED, ADA, HVAC	\$ 108,300
a. As-built Survey & Analysis	
b. Program/Scope Validation	
c. Schematic Design	
d. Construction Documents	
e. Permitting*, bid negotiation	
f. Construction Administration	
3. Rider Middle School - Phase III Serving Line/Snack Bar Replacements	\$ 39,750
a. As-Built Survey & Analysis	
b. Program/Scope Validation	
c. Schematic Design	
d. Construction Documents	
e. Permitting*, bid negotiation	
f. Construction Administration	
4. Food Service - TDA Cooler Replace/Test Kitchen	\$ 38,150
a. As-Built Survey & Analysis	
b. Program/Scope Validation	
c. Schematic Design	
d. Construction Documents	
e. Permitting*, bid negotiation	
f. Construction Administration	
A/E Design Fee Total	\$ 279,200

*to expedite these projects an early meeting was held with the City of Wichita Falls building inspection officials to determine the drawings and construction permits they will require. They will not require engineering drawings for the refresh but will require construction permits. For the renovation projects they will require engineering drawings and construction permits.

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

refer to Paragraph 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

refer to Paragraph 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

refer to Paragraph 11.7

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (05	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	\$250.00/hour
Architect	\$200.00/hour
Project Manager	\$150.00/hour
Interior Designer	\$150.00/hour
CAD Tech	\$120.00/hour
Administrative	\$100.00/hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of \$ () shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid sixty (60)

Init.

days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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


Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)



ARCHITECT (Signature)

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:18:22 ET on 10/22/2024 under Order No.4104245783 which expires on 12/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1248884791)

Dr. Donny Lee, Superintendent
(Printed name and title)

Mr. Steve Wood, Vice President TX License #25171
(Printed name, title, and license number, if required)

Statement of Jurisdiction

"The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas".

They can be reached at:

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, Texas 78711
Telephone (512) 305-9000
Fax (512) 305-8900

WICHITA FALLS ISD BOARD OF TRUSTEES

November 19, 2024

Agenda Item:	Purchase of Burgess and Hirschi Roof Restoration		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	TREMCO (2) Roof Proposals for Burgess and Hirschi		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees award the Burgess Elementary School and Hirschi Middle School roof restoration projects to TREMCO CPG (dba, Weatherproofing Technologies, Inc-“WTP”) in the amounts of \$497,421.71 and \$84,480.24 (total \$581,901.95) as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Burgess Elementary School roofs numbered 1-9 (a total of 61,100 square feet) plus adjacent parapet walls (estimated 2000 sf) need repair or replacement. After careful consideration of options to solve the damaged and aging roof issues with the best, cost-effective method, Chris Fain, Director Maintenance, recommends the purchase and installation of Geogard® Restoration roof coating for the modified bitumen roofs, and Ecolastic restoration system for the built up-gravel roofs. As shown on the attached Proposal, TREMCO will first make necessary repairs as needed, then prepare and wash the surface of the roof, and through a two-step application will coat the entire surface of the roof indicated. The coating includes a 12+7-year full warranty coverage. In the twelfth year, reapplications are offered at approximately 30% of the original cost and extend the warranty coverage for an additional seven years. The proposed roofing solution provides full coverage leak protection, and extends the life of the roof, and lowers roof surface temperatures, which saves energy. The Ecolastic gravel built up roof restoration system is a monolithic system comprised of a blend of oils and asphalts that is applied after pre-treating all penetrations and flashings. This system carries a 10-year NDL, leak warranty on labor and material, with inspections at years, 2,5, and 10.

At Hirschi High School, Tremco/WTI recently completed all out of warranty roofs except for roofs 1,2,14 and 15, with great success, and we look to complete the last 10,800 square feet on the above roofs. Tremco will install the same monolithic system, which comes with a 12+7-year warranty, NDL, and leak response on all labor and material. This warranty also comes with inspections at years 2,5,10, and 12.

The estimated cost of a complete tear-off and single-ply replacement of the 71,900 square feet at both schools is \$1,438,000 (approximately \$20/sf) and would also incur additional expenses related to removing and replacing electrical units and conduit lines, gas line reset, and other costs estimated at over \$40,000. The total for Tremco’s restorations installs at these two schools is \$593,000, saving the district \$845,000 by- restoring as opposed to tearing these roofs off. The expenditure will utilize TexBuy cooperative award IFB #021-D, which was advertised twice in the Amarillo Globe-News and made available on TexBuy electronic bid platform. This purchase utilizing TexBuy will result in a rebate of \$2,327.61 if completed in Q4 2024, or \$1,745.71 if completed in Q1 2025.

Fiscal Note:

Expenditure will be paid from General Fund/Maintenance budget. Purchases over \$100,000 require Board of Trustees approval per policy, CH Local.

High Performance Roofing, Building Envelopes and Construction Services

Proposal for Burgess Elementary School Roof Restoration



Long Live Your Buildings



Proposal #: 5064018

Wichita Falls Independent
School District
1104 Broad Street
Wichita Falls, TX 76301

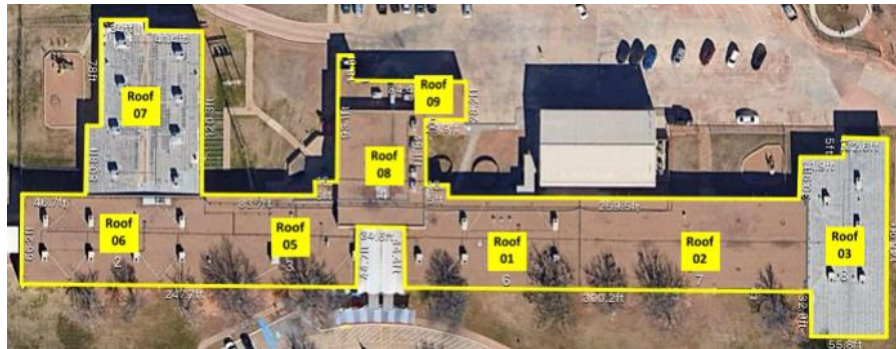
August 15, 2024

Wichita Falls Independent School District

1104 Broad Street
Wichita Falls, TX 76301

RE: Burgess Elementary School Roof Restoration

Weatherproofing Technologies, Inc. (WTI), an affiliate of Tremco CPG Inc, is pleased to submit to Wichita Falls Independent School District (CLIENT) this proposal for roof restoration located at 3106 Maurine Street, Wichita Falls, TX 76306. We look forward to the possibility of working with you on this project.



Burgess Elementary School
Wichita Falls, TX

BASE SCOPE OF WORK

GENERAL CONDITIONS

Mobilization – Demobilization temporary protection including set up and maintaining all necessary temporary partitions and barricades around work area:

- Install temporary protection, as required.
- Install perimeter netting and/or fencing to meet OSHA safety requirements.
- Protection of adjacent building walls and facilities required by State Laws and City Ordinances.
- Mobilization, site preparation, and demobilization of equipment.
- Site cleaning and restoration to original condition required for completion of the work.

BURGESS ELEMENTARY SCHOOL ROOF RESTORATION

Geogard NR Scope of Work

1. Set up Safety to comply with OSHA and WTI standards.
2. Power wash roofs approximately 18,100 s.f. field and flashings.
3. Load needed materials for roofing project.
4. Apply Geogard Base Coat with Permafab embedded to approximately 7,500 l.f. seams in a three-course application.
5. Apply Geogard Base Coat to field and walls including penetrations at a coverage rate of 2 gallons per 100 s.f.
6. Remove drain rings and remove any debris from bowl, grind metal surface. Apply Geogard Base Coat with Permafab embedded to all drain areas.
7. Apply Geogard Top Coat over cured base coat at a coverage rate of 1 gallon per 100 s.f.
8. Remove all debris from roofing project in dumpster provided by WTI.
9. Provide customer with 12-year QA Tremco Warranty.

Ecolastic Scope of Work

1. Set up Safety to comply with OSHA and WTI standards.
2. Sub-contractor to dry vac and power brush all aggregate from roof approximately 43,000 s.f.
3. Apply ELS and Burmesh to all vertical laps.
4. Apply Alumanation 301 to all penetrations, curbs, and walls.
5. Apply Ecolastic to the roof surface at a coverage rate of 7 gallons per 100 s.f.
6. Broadcast immediately new aggregate to roof surface at 400-500 lbs. per 100 s.f.
7. Remove all debris from roofing project in dumpster provided by WTI.
8. Provide customer with 10-year QA Tremco Warranty.

PROJECT TOTAL:

\$497,421.71

The preceding recommended repair program and estimate assumes the following:

1. Work shall be performed during normal working hours on weekdays.
2. Work will be performed at one time, under one contract.
3. Work cannot be completed during inclement weather.
4. We have included one mobilization for the project. Additional mobilization will result in additional charges.
5. Barricades and signs along with traffic and pedestrian control protection will be provided as needed.
6. Use of building electric power and water assumed during project duration.
7. City Permits and Payment Performance Bond have been excluded from the report.
8. Report supports OSHA's 29 CFR 1926.1153 Respirable Crystalline Silica Standard.
9. Removal of reverted or hardened caulking is excluded, as this would be considered an unforeseen condition.
10. Sales tax and prevailing wages have been excluded.

Very Truly Yours,

WEATHERPROOFING TECHNOLOGIES, INC.

Mark Dittman

Mark Dittman
Construction Management Associate



CC: Scott Kingston, Tremco
Gina Ortiz, Tremco
Deron Aksentowitz, WTI
Percy Land, WTI

We have included in the project costs all labor, materials, equipment, and incidentals to complete the work, as outlined, including construction management, profit, and overhead. **For the proposed base scope of work, we estimate 43 working days for completion.**

This report is valid for thirty (30) days and does not include taxes.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

This report is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Any Performance and Payment Bonds issued for associated repair work are limited to the performance of the repairs and one year warranty on such repairs. Bonds, if issued, do not apply to the TremCare extended service agreement. Please confirm your acceptance by return e-mail to the representative identified below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work.

						
						Association of Educational Purchasing Agents
						Effective 01/01/2024
		Valid for 60 days. After that time, project conditions are subject to reassessment.				
		WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING				Contract #: IFB #021-D
		WICHITA FALLS ISD BURGESS ES RESTORATION - ALL WORK				
		QUOTE #5064108				
		DATE: 8/12/2024				
Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount	
538	General Labor (Mobilization/Demobilization/Safety Setup)	Hour	\$ 131.72	152	\$ 20,021.44	
533	Installer (Pressure Cleaning Roof and Aggregate Removal)	Hour	\$ 149.68	184	\$ 27,541.12	
533	Installer (Ecolastic Restoration and Remaining Roof Work)	Hour	\$ 149.68	344	\$ 51,489.92	
				SUBTOTAL	\$ 99,052.48	
396	Difficult access or fall restriction; surcharge	%	15%		\$ 14,857.87	
004140G503	BURMESH 6" X 300'	ROL	\$ 101.32	1	\$ 101.32	
230012R	PERMAFAB 12" X 300' ROLL	ROL	\$ 161.94	1	\$ 161.94	
370110 805	ECOLASTIC 5 GAL	EA	\$ 162.81	632	\$ 102,895.92	
876450 309	TREMSEAL PRO WHITE - 30 CTG/CS	CS	\$ 405.29	1	\$ 405.29	
301050A	ALUMANATION 301 5 GL	EA	\$ 234.69	2	\$ 469.38	
360620 805	ELS 5 GL	EA	\$ 142.03	4	\$ 568.12	
400	Additional and occasional services Roofing supplies Discount off Retail Price List	%	13.4%		\$ 104,601.97	
	NON-TREMCO MATERIAL					
	PEA GRAVEL	YD	\$ 60.00	83	\$ 4,980.00	
521	Construction Distributor Material For Repair Work	Multiplier	1.15		\$ 5,727.00	
540	Per diem rate - meals and lodging per 24 hour period	Day	\$ 130.00	80	\$ 10,400.00	
508	Mileage rate	Mile	\$ 0.49	5,000	\$ 2,450.00	
523	Building/Construction Manager	Hour	\$ 174.75	150	\$ 26,212.50	
455	10 year Restoration Warranty Over 10,000 Square Feet, Standard (ECOLASTIC)	SF	\$ 0.08	43,000	\$ 3,440.00	
457	12 Year Restoration Warranty Over 10,000 Square Feet, Standard (GEOGARD)	SF	\$ 0.10	19,625	\$ 1,962.50	
546	R.S. Means Multiplier/Factor - Normal Hours - Prevailing Wage Rates	%	92.0%	\$ 248,605.86	\$ 228,717.39	
FREIGHT PREPAID & ADD:					N/A	
TOTAL PROJECT COST					\$ 497,421.71	
* The pricing contained in this proposal is based in part on individual site-specific conditions and unique circumstances presented on each individual project, where applicable.						
* Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage Laws.						
Separate Purchase Orders or Contracts will need to be issued for each Line Item Proposal.						

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 54					
546	RK Hydrovac, 430 SQ dry vacuum aggregate, 6 total days of labor	1.00		\$19,350.00	\$19,350.00
Division 54	Subtotal				\$19,350.00
<hr/>					
Subtotal					\$248,605.86
General Contractor's Markup on Subs				0.00%	\$0.00
<hr/>					
Subtotal					\$248,605.86
General Conditions				0.00%	\$0.00
<hr/>					
Subtotal					\$248,605.86
General Contractor's Overhead and Profit				0.00%	\$0.00
<hr/>					
Grand Total					\$248,605.86

High Performance Roofing, Building Envelopes and Construction Services

Proposal for Hirschi High School Roof Restoration



Long Live Your Buildings



Association of Educational Professionals in America

Proposal #: 5064020

Wichita Falls Independent
School District
1104 Broad Street
Wichita Falls, TX 76301

August 15, 2024

Wichita Falls Independent School District
1104 Broad Street
Wichita Falls, TX 76301

RE: Hirschi High School – Geogard NR Roof Restoration

Weatherproofing Technologies, Inc. (WTI), an affiliate of Tremco CPG Inc, is pleased to submit to Wichita Falls Independent School District (CLIENT) this proposal for a roof restoration located at 3106 Borton Street Wichita Falls, TX 76306. We look forward to the possibility of working with you on this project.



BASE SCOPE OF WORK

GENERAL CONDITIONS

Mobilization – Demobilization temporary protection including set up and maintaining all necessary temporary partitions and barricades around work area:

- Install temporary protection, as required.
- Install perimeter netting and/or fencing to meet OSHA safety requirements.
- Protection of adjacent building walls and facilities required by State Laws and City Ordinances.
- Mobilization, site preparation, and demobilization of equipment.
- Site cleaning and restoration to original condition required for completion of the work.

GEOGARD NR ROOF RESTORATION

1. Set up Safety to comply with OSHA and WTI standards.
2. Power wash roofs approximately 10,800 s.f. field and flashings.
3. Load needed materials for roofing project.
4. Apply Geogard Base Coat with Permafab embedded to approximately 4,500 l.f. of seams in a three-course application.
5. Apply Geogard Base Coat to field and walls including penetrations at a coverage rate of 2 gallons per 100 s.f.
6. Apply Geogard Top Coat over cured base coat at a coverage rate of 1 gallon per 100 s.f.
7. Remove all debris from roofing project in dumpster provided by WTI.
8. Provide customer with 12-year QA Tremco Warranty.

PROJECT TOTAL:

\$84,480.24

The preceding recommended repair program and estimate assumes the following:

1. Work shall be performed during normal working hours on weekdays.
2. Work will be performed at one time, under one contract.
3. Work cannot be completed during inclement weather.
4. We have included one mobilization for the project. Additional mobilization will result in additional charges.
5. Barricades and signs along with traffic and pedestrian control protection will be provided as needed.
6. Use of building electric power and water assumed during project duration.
7. City Permits and Payment Performance Bond have been excluded from the report.
8. Report supports OSHA's 29 CFR 1926.1153 Respirable Crystalline Silica Standard.
9. Removal of reverted or hardened caulking is excluded, as this would be considered an unforeseen condition.
10. Sales tax and prevailing wages have been excluded.

Very Truly Yours,

WEATHERPROOFING TECHNOLOGIES, INC.

Mark Dittman

Mark Dittman
Construction Management Associate



CC: Scott Kingston, Tremco
Gina Ortiz, Tremco
Deron Aksentowitz, WTI
Percy Land, WTI

We have included in the project costs all labor, materials, equipment, and incidentals to complete the work, as outlined, including construction management, profit, and overhead. **For the proposed base scope of work, we estimate 7 working days for completion.**

This report is valid for thirty (30) days and does not include taxes.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

This report is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/term/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Any Performance and Payment Bonds issued for associated repair work are limited to the performance of the repairs and one year warranty on such repairs. Bonds, if issued, do not apply to the TremCare extended service agreement. Please confirm your acceptance by return e-mail to the representative identified below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work.

					
		Association of Educational Professionals			
		Effective 01/01/2024			
		Valid for 60 days. After that time, project conditions are subject to reassessment.			
WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING		Contract #: IFB #021-D			
Wichita Falls ISD					
Hirschi High Roofs					
QUOTE # 5064020					
DATE: 7.31.24					
Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
544	R.S. Means Multiplier/Factor - Normal Hours - Non-Prevailing Wage Rates	%	89%	\$ 93,668.47	\$ 83,364.94
457	12 Year Restoration Warranty Over 10,000 Square Feet, Standard	SF	\$ 0.10	11153	\$ 1,115.30
FREIGHT PREPAID & ADD:					
				TOTAL PROJECT COST	\$ 84,480.24
* The pricing contained in this proposal is based in part on individual site-specific conditions and unique circumstances presented on each individual project, where applicable.					
* Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage Laws.					
Separate Purchase Orders or Contracts will need to be issued for each Line Item Proposal.					

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				\$93,668.47
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$93,668.47
	General Conditions			0.00%	\$0.00
	Subtotal				\$93,668.47
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$93,668.47

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				\$93,668.47
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$93,668.47
	General Conditions			0.00%	\$0.00
	Subtotal				\$93,668.47
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$93,668.47

**WICHITA FALLS ISD BOARD OF TRUSTEES
NOVEMBER 19, 2024**

Agenda Item:	Minutes
Administrator Responsible:	Dr. Donny Lee, Superintendent of Schools
Attachments:	Minutes of Work Session, October 8, 2024 Minutes of Regular Meeting, October 14, 2024
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action <input type="checkbox"/> Presentation <input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a work session on October 8, 2024 and a regular meeting on October 14, 2024 as submitted by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The following are copies of the minutes referenced above. These minutes will become official upon approval by the Board.

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – ROOM 302
REGULAR SESSION MEETING OCTOBER 8, 2024**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a work session meeting on the above date. The meeting was called to order at 12:00 p.m. by Mr. Mark Lukert, board vice president.

Board members present: Mr. Mark Lukert, Mr. Jim Johnson, Ms. Susan Grisel, Ms. Sandy Camp and Ms. Diann Scroggins. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Ms. Dayna Hardaway, Executive Director of Human Resources, Ms. Leah Horton, Chief Financial Officer, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant, HR, Ms. Ashley Thomas, Communications Officer, Mr. Scot Hafley, Assistant Superintendent of Operations, Mr. Larry Menefee, Director of Student Services, Ms. Debbie Dipprey, Executive Director of School Administration, Ms. Kelly Strenski, Director of Fine Arts, Ms Marchuetta Matthews, Administrative Assistant to Assistant Superintendent, Mr. Shannon Troester, Risk & Contract Manager, Ms. Lauren Zotz, Director of Purchasing, Ms. Trish Potts, Auditor, Ms Alefia Paris-Toulon, Executive Director of Special Programs and Mr. David Jensen, ROTC Instructor.

Also present: Mr. David Potter, Architect with DP4 Consult and Huckabee, Inc., Lisa Stephens-Musick, Wichita Falls Appraisal District and Media

INVOCATION:

Ms. Diann Scroggins gave the invocation.

PUBLIC COMMENT:

None

REPORTS OR SPECIAL DISCUSSION ITEMS:

CONSTRUCTION UPDATE ON WF LEGACY HIGH SCHOOL AND WF MEMORIAL HIGH SCHOOL:

Mr. David Potter, Architect with DP4 Consult and Huckabee, Inc, gave a detailed report using photo slides on the construction at Wichita Falls Legacy High School and Wichita Falls Memorial High School. Memorial Auditorium is ready for use and the Legacy Auditorium will be ready by the end of the month. Work is progressing on the athletic fields and it will be some time before they are complete.

FINANCIAL SERVICES:

FINANCIAL REPORTS AS OF AUGUST 31, 2024

Mr. Jim Johnson, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve the Financial Reports as of August 31, 2024 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

SEPTEMBER 2024 AMENDMENTS

Ms. Susan Grisel, seconded by Ms. Sandy Camp, motioned that the Wichita Falls Independent School District Board of Trustees approve the budget amendments to the September 2024 budgets as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

SCHOOL ADMINISTRATION

MIDDLE SCHOOL PRESENTATION

Ms. Debbie Dipprey, Executive Director of School Administration, presented the results of various focus groups throughout the district and community as what changes need to be made to improve the test scores of WFISD middle school students. Several committees met including people from WFISD staff, and the Wichita Falls Community.

HUMAN RESOURCES:

PERSONNEL REPORT

Ms. Dayna Hardaway, Executive Director of Human Resources, reported to the Wichita Falls Independent School District Board of Trustees a review of employee resignations/retirements that have been submitted since the last board meeting. The resignations/retirements have been accepted by Dr. Donny Lee, Superintendent of Schools, in accordance with the requirements of Policy DFE (LOCAL).

TEACHER APPLICANT POOL

Ms. Diann Scroggins, seconded by Mr. Jim Johnson, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool.

Carried unanimously by a vote of 5-0

BOARD MATTERS:

BOARD MINUTES:

Minutes of a work session, September 10, 2024, public hearing, September 16, 2024 and regular meeting September 16, 2024

These items will be placed on the consent agenda for the regular meeting on October 14, 2024

NOMINATE INDIVIDUALS TO THE APPRAISAL DISTRICT BOARD OF DIRECTORS

Mr. Jim Johnson, seconded by Ms. Susan Grisel, motioned that the Wichita Falls Independent School District Board of Trustees nominate Glenn Barham and Jeff Taylor to the Wichita County Appraisal District Board of Directors as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

UPCOMING EVENTS:

Ms. Ashley Thomas, Communications Officer, informed the Board of Trustees on the events happening around the district; photos from homecoming at new high schools, Logan Parrish Teacher Spotlight winner for September, Academy 4 first meeting, WFISD TAC (Teacher Advisory Committee) met, WFISD CAC (Community Advisory Committee) met, All region chair students advanced, Marching Festival was held, Legacy vs Memorial Volleyball match tonight at Legacy, Memorial Lip Sync on October 10-12 at 7:00 and October is National Principals Month, Anti-Bullying Month and Dyslexia Awareness Month.

RECESS:

Mr. Mark Lukert, board vice president, recessed the work session to go into closed session at 12:58 pm.

CLOSED SESSION:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)

ADJOURNED:

With no other items to address, Mr. Mark Lukert, board president, adjourned the meeting from closed session at 1:28pm.

President, Board of Trustees

Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
REGULAR SESSION MEETING OCTOBER 14, 2024**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a work session meeting on the above date. The meeting was called to order at 6:00 p.m. by Ms Katherine McGregor, board president.

Board members present: Ms. Katherine McGregor, Ms. Mark Lukert, Mr. Jim Johnson, Ms. Susan Grisel, Ms. Sandy Camp and Ms. Diann Scroggins. Ms. McGregor noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Ms. Dayna Hardaway, Executive Director of Human Resources, Ms. Leah Horton, Chief Financial Officer, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant, HR, Ms. Ashley Thomas, Communications Officer, Mr. Scot Hafley, Assistant Superintendent of Operations, Ms. Debbie Dipprey, Executive Director of School Administration, Ms. Kelly Strenski, Director of Fine Arts, Ms Alefia Paris-Toulon, Executive Director of Special Programs, Mr. Max Martinez, teacher, Ms. Amaris Wise, teacher and Mr. Salvador Montez, ROTC Instructor.

Also present: Ms. Valarie Rhodes, community member and Media

PRESENTATION OF COLORS:

Memorial High School JROTC

INVOCATION:

Mr. Mark Lukert gave the invocation.

PUBLIC COMMENT:

Mr. Max Martinez, Cunningham Elementary teacher- Would like the no pets in classroom rule removed. Argued that pets create a better learning environment.

Ms. Valerie Rhodes, Community member- Would like the Farris School name to be used elsewhere in the district as an honor the woman it was originally named for, Charlie Farris.

PRESENTATIONS

SUPERINTENDENT'S REPORT:

Dr. Donny Lee, Superintendent of Schools, gave his monthly update:

- Enrollment: 12,644; ADA 94.61%
- Classroom Visits: Board members welcome
 - 7 elementary campuses
 - Hirschi
 - Legacy
 - Memorial
- Middle School Discussion
 - Middle School Principals, Teacher Advisory Committee, District Advisory Committee, Community Advisory Committee, Curriculum Department, and Middle School teacher PLS's and a survey sent to entire district (48 responses)
- Budget Issues across Texas
 - WFISD was smart and did not count on monies that were yet to be guaranteed.
 - WFISD budget balanced and district is financially stable even with the high cost of Special Education
- Yonder
 - Cell phone test campus started this month
- Memorial to get 458 new seats in the gym

CONSENT AGENDA:

Minutes from September Meetings

Mr. Jim Johnson, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve the above items placed on the Consent Agenda at the October 8, 2024 meeting.

Carried unanimously by a vote of 6 – 0

REPORTS OR SPECIAL DISCUSSION ITEMS:

Ms. Amaris Wise, Hirschi Middle School teacher and spokesperson from the Teacher Advisory Committee spoke on the discussions had regarding Middle Schools:

- Committee discussed several issues and tasked to brainstorm solutions
 - General Consensus was that a 6th grade center would help address the multiple struggles facing students in this age group

FINANCIAL SERVICES:

PURCHASE OF HEATED CABINETS

Mr. Mark Lukert, seconded by Ms. Susan Grisel, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase of heated cabinets to be used for food services as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6 – 0

PURCHASE ICE MACHINES

Mr. Sandy Camp, seconded by Mr. Mark Lukert, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase of ice machines to be used for food services as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6 – 0

DISTRICT OPERATIONS:

CLASS SIZE WAIVER

Ms. Diann Scroggins, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees approve the TEA waiver for Scotland Park Elementary 4th grade class size exemption for the 2024-25 school year as submitted by Mr. Scot Hafley, Assistant Superintendent of Operations, and recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6 – 0

HUMAN RESOURCES:

TEACHER APPLICANT POOL

Mr. Mark Lukert, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool.

Carried unanimously by a vote of 6 – 0

BOARD MATTERS:

RECESS:

Ms. Katherine McGregor, board president, recessed to go into closed session at 7:14pm.

CLOSED SESSION:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)

ADJORNMENT:

With no other action to take, Ms. Katherine McGregor, board president, adjourned the meeting from Closed Session at 7:56 pm.

President, Board of Trustees

Secretary, Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES

November 19, 2024

Agenda Item:	Electricity Contract Extension		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Contract (will be available 11/19 at meeting, or before)		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves an extended electricity contract as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The district is currently contracted with Reliant Energy Retail Services (parent company is NRG Energy, Inc.) through October 2031 for electricity provided to all WFISD locations at the price of \$0.03815/kWh. In April of 2020 an electricity contract extension (referred to as “Blend and Extend Pricing”) was presented and approved, lowering the rate for the period of May 2027 to November 2031 to \$0.02627/kWh. With the consideration of current increases in electricity, the district has the opportunity to approve Blend and Extend pricing extension through October 2035 at the rate of \$____/kWh.

Actual offer will be provided the morning of 11/19 for Board meeting presentation.

		CURRENT		Lock In Price		Typical (Current)
		6/2024-5/2027		5/2027-11/2035		Commercial Rate
RATE		\$0.038150		TBD		\$0.060000
Meter Usage (current estimate annually)	20,744,000	\$791,383.60		\$689,530.56		\$1,244,640.00
Annual Pass-through Fees and Charges (est based on annual kWh)		\$898,000.00		\$898,000.00		\$898,000.00
Total Spend Annually		\$1,689,383.60		\$1,587,530.56		\$2,142,640.00

It is advantageous for WFISD to extend its current electricity pricing that expires in May 2027 for an additional eight years at a locked in rate. This procurement is through the TIPS cooperative 220904 (Retail Electric Power-Texas), advertised twice in the Pittsburg Gazette, awarded to NRG, for which Reliant is a reseller.

Fiscal Note:

This purchase will exceed \$100,000 and is a multi-year contract which requires the Board of Trustees approval per policy, CH local. These services are paid from the Maintenance Budget.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 19, 2024

Agenda Item: Campus Progress Presentation: Southern Hills Elementary

Administrators Responsible: Debbie Dipprey, Executive Director of School Administration

Attachments:

Action Needed Future Action Presentation Report

Administrative Recommendation: That the Wichita Falls Independent School District Board of Trustees Board of Trustees receive information regarding campus progress provided by Amanda Garcia, Principal of Southern Hills Elementary as submitted by Debbie Dipprey, Executive Director of School Administration and as recommended by Dr. Lee, WFISD Superintendent of Schools.

Explanation:

**WICHITA FALLS ISD BOARD OF TRUSTEES
NOVEMBER 19, 2024**

Agenda Item:	Applicant Pool		
Administrator Responsible:	Dayna Hardaway, Director of Human Resources		
Attachments:	Applicant Pool		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the proposed applicant pool as submitted by Dayna Hardaway, Director of Human Resources, and as recommended by Dr. Donny Lee, Superintendent of Schools.