

**Official Agenda and Meeting Notice  
of the Board of the  
Beaumont Independent School District  
in the Board Room of the Beaumont ISD Administration Building**

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Thursday, January 20, 2022

REVISED REGULAR MEETING

4:30 PM

The items on this agenda may be taken in any order.

As directed under the Texas Open Meetings Act, Texas Government Code, Chapter 551 (the “Act”), if during the course of the meeting covered by this Notice, the Board should determine that a closed session of the Board is required, then such closed session will be held by the Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the Board may conveniently meet in closed session concerning any and all purposes permitted by the Act.

**4:30 PM - (CALL TO ORDER)**

- I. INTRODUCTION
    - A. ROLL CALL
      - 1. CLOSED SESSION (CLOSED TO PUBLIC) - BOARD WILL CONVENE IN CLOSED SESSION UNDER CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, SECTIONS 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.0821, 551.083, 551.084 AND/OR 551.087, TO DELIBERATE ON THE FOLLOWING:
        - a. LEGAL
          - 1. Pending or contemplated litigation matters and status report
          - 2. Matters on which the school district legal counsel's duties to the school district under the Texas Disciplinary Rules of Professional Conduct or the State Bar of Texas Clearly conflicts with the Texas Open Meetings Act
          - 3. Approve Engagement of Bickerstaff Heath Delgado Acosta LLP
          - 4. Discuss Redistricting
          - 5. Board Policy CW (Local)
        - b. PERSONNEL
          - 1. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, proposed terminations, terminations and suspensions, proposed nonrenewals, renewals, and resignation/retirements, discipline, and/or dismissal of a public officer or employee, including the superintendent, and/or hear complaints and grievances against public officers or employees
            - 1. Superintendent's Self Evaluation
            - 2. Consider Assignment of Level 3 Employee Complaint filed by Johnathan Williams to Hearing Officer.
            - 3. Discussion of BISD Police Department
        - c. REAL ESTATE
          - 1. Deliberation regarding the purchase, exchange, lease or value of real property
        - d. ECONOMIC DEVELOPMENT
          - 1. Deliberation regarding an offer of a financial or other incentive to a business prospect related to economic development negotiations
          - 2. Mercury Project
- II. 6:30 p.m. - REGULAR OPEN BOARD MEETING
  - A. INTRODUCTION OF REGULAR MEETING
    - 1. United States and Texas Flags Pledges of Allegiance
    - 2. Recognitions
  - B. STUDENT OUTCOMES
    - 1. Superintendent's Report
    - 2. Cabinet Report
      - a. Vision Week Report - Anetra Cheatham, Chief Innovation Officer





## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **I.A.1.a.3.**

**Agenda Item Title:** Approve Engagement of Bickerstaff Heath Delgdo Acosta LLP

**Cabinet Level Presenter(s):** Dr. Shannon Allen

**Executive Summary:** Engagement for Trustee district redistricting. Fee of \$6,000 for initial assessment, including analysis of district alignment. If the districts are not balanced, as required by statute, or the District elects to redistrict, fees are hourly. Senior Attorneys: \$420-480/hour, Other Attorneys: \$250-375/hour, Senior GIS Specialist: \$230/hour, GIS Specialist \$180/hour, and Paralegals: \$180/hour.

**Recommendation:** Approve engagement.

# Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

## ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of the Beaumont Independent School District (the "District").

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in **Exhibit A**. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We will only adjust these rates with your consent and will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as **Exhibit B**.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as **Exhibit C** and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16<sup>th</sup> of the month and ends on the 15<sup>th</sup> of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

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Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in **Exhibit A**, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of law's provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Jefferson County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to the District, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

**AGREED TO AND ACCEPTED**

BEAUMONT INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_

[Printed name]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:  \_\_\_\_\_

**Gunnar Seaquist**

Date: December 20, 2021

**Exhibit A – Scope of Services**  
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Redistricting services based on 2020 census data for Beaumont Independent School District; and
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

**Exhibit B – Billing Rates**  
Bickerstaff Heath Delgado Acosta LLP

**Initial Assessment and Set-up**

**\$6,000.00**

The Initial Assessment will consist of the preliminary tasks, post-census initial data analysis, and a presentation and discussion of the Firm's findings with the Board of Trustees. If the trustee districts are determined to be out of balance, we will on request develop a detailed budget, outline the District's obligations, and produce a timeline for completing the remainder of the redistricting process. We charge \$6,000 and hourly fees for travel time for the preparation and presentation of the Initial Assessment, plus out-of-pocket expenses. If the Initial Assessment reveals that the trustee districts are balanced, and the District decides not to redistrict, no other fees will be assessed unless additional services are requested.

**Redistricting Process**

**Hourly Fee Basis (plus out of pocket expenses)**

Unless otherwise indicated in writing, our fees for legal services related to redistricting are determined on the basis of the hourly rates of the respective lawyers, paralegals and specialists who perform the services, including for travel time, plus out-of-pocket expenses. These rates vary depending on the expertise and experience of the individual and are indicated below.

Senior Attorneys:	\$420-\$480 per hour
Other Attorneys:	\$250-\$375 per hour
Senior GIS Specialist:	\$230 per hour
GIS Specialist:	\$180 per hour
Paralegal:	\$180 per hour

## **Exhibit C—Client Costs Advanced**

**Bickerstaff Heath Delgado Acosta LLP**

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

### Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

### Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

### Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

### Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

### Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

### Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

### Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

### Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

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**Exhibit D—Verification Required by Texas Government Code Chapter 2271**  
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.



**SIGNED BY:** \_\_\_\_\_  
**Gunnar Seaquist**

**Date:** December 20, 2021

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Beaumont Independent School District.

Buildings within the District shall be given names chosen from one of the following categories:

1. Distinguished national or international figures, living or dead, whose lives and achievements provide a positive symbolic significance for the students attending the particular school.
2. Educators, living or dead, whose lives and achievements on behalf of the public schools of the District will serve as positive role models for the students attending the particular school.
3. Geographical locations within the District.

## PAUL BROWN LEARNING CENTER REDESIGN

The Beaumont Independent School district is committed to meeting the needs of all students. According to the National Dropout Prevention Center, there is much anecdotal literature about the effectiveness of alternative schools in keeping students in school. Alternative schools have been successful in:

- reducing truancy;
- improving attitudes toward school;
- accumulating high school credits; and
- reducing behavior problems (Cash, 2004).

The most successful schools have a consistent profile that consists of the following characteristics:


1. a maximum teacher/student ratio of 1:10;
2. a small student base not exceeding 250 students;
3. a clearly stated mission and discipline code;
4. a caring faculty with continual staff development;
5. a school staff having high expectations for student achievement;
6. a learning program specific to the student’s expectations and learning style;
7. a flexible school schedule with community involvement and support; and
8. a total commitment to have each student be a success.

In addition to the research on alternative models, a BISD team visited and collaborated with multiple districts that have implemented various alternative models to support students with different needs. Districts included:

District	School Name	Website
Goose Creek ISD	Peter E. Hyland Center	<a href="https://schools.gccisd.net/page/pehc.home">https://schools.gccisd.net/page/pehc.home</a>
Klein Independent School District	Vistas Early College High School	<a href="https://vistas.kleinisd.net/">https://vistas.kleinisd.net/</a>



The Beaumont Independent School District in collaboration with the Principal and team at the Paul Brown Learning Center have taken the latest research, district data, leadership, campus and community partnership opportunities to offer to the Board and District a redesign model of the Paul Brown Learning Center.

Redesign	Traditional Criteria
 <ul style="list-style-type: none"> <li>● Texas College Bridge - HB5 college preparatory program that allows continuity of instruction and a user-friendly platform. With Texas College Bridge, high school juniors and seniors can take individualized, online preparatory courses in English and math. Once successfully completed, students can earn a TSI exemption at one of the more than 40 participating IHEs. <a href="https://texascollegebridge.org/higher-ed/">https://texascollegebridge.org/higher-ed/</a></li> <li>● College, Career and Military Readiness Partnership (MOU)</li> <li>● Summer Bridge Program for Paul Brown students in the CCMR partnership</li> <li>● BISD Marketing Campaign (LOGO) in collaboration with LIT</li> </ul>	<p>Campus Rating impacted by lack of access to College, Career, and Military Readiness</p>
<p>Accelerated Curriculum with Scope and Sequence redesigned for the new program model</p>	<p>Traditional Curriculum Map and Scope and Sequence</p>
<p>A student who is in jeopardy of dropping out of school will be considered for the Paul Brown program. Examples:</p> <ul style="list-style-type: none"> <li>● 9<sup>th</sup> grader – The student’s cohort will graduate three years away. The student has 2 credits but needs 20 credits to graduate. Seemingly, the student has three years to recover the credit. However, the student looks at the number of credits acquired and the number needed and may become discouraged and see it as an impossible task and will drop-out.</li> <li>● i.e. Calvin Rice is a student who is capable of completing required coursework and maybe on target in their classes; however, the environment is not conducive for them to be successful. The student becomes despondent and attendance becomes irregular. This student is now at risk for dropping out.</li> </ul>	<p>Only reviewed students who were credit deficient and could not be more than a set number of credits to be deficient</p>
<p>Students will have an opportunity to graduate from the Paul Brown Learning Center at the end of each semester--Fall and the Spring beginning in the 2022-23 school year.</p>	<p>Only graduation ceremony from the home school WB/BU.</p>
<p>A student will be considered and selected to the program regardless of the student’s discipline status or cognitive deficiencies.</p>	<p>Students who had a negative discipline history were not considered for the program.</p>
<p>Students who are STAAR Deficient will be considered and selected to the program.</p>	<p>Students who are STAAR Deficient will be considered and selected to the program</p>
<p>A student who is 18 years old and not in the 12<sup>th</sup> grade, a drop-out or student who did not attend during the previous semester.</p>	<p>A student who is 18 years old and not in the 12<sup>th</sup> grade, a drop-out or student who did not attend during the previous semester</p>

<p>A student who is scheduled to graduate in the current year cohort and does not have enough credits to graduate with the cohort will not be admitted to the program. Example:</p> <ul style="list-style-type: none"> <li>i.e. Sydney Rice is a current year cohort potential graduate who attends WB. Sydney needs 15 credits to graduate. Based on the flow of credit recovery, Sydney will not be able to graduate in this year's cohort, he will not be admitted to the Paul Brown Program. However, he will be eligible the year following his cohort.</li> </ul>	<p>Students who were severely deficient with credits were allowed to enter the program.</p>
<p>A student who is pregnant or who already has a child can be considered for the program after they have been prescreened for the Optional Flexible School Day.</p>	
<p>Dr. Rice, principal, conducts orientation at BU and WB campuses each quarter to provide an opportunity for students to enter the Paul Brown Program.</p>	<p>All students entering the Paul Brown program are required to attend orientation at the Paul Brown campus with a parent or legal guardian.</p> <p>Orientations were scheduled 2 weeks before the start of the year; 2 weeks after the beginning of the first semester and 2 weeks after the beginning of spring semester</p>
<p>BISD Board members approved the addition of the Optional Flexible School Day Program in 2021. The Optional Flexible School Day (OFSD) is a program that allows students who work, have childcare concerns and other barriers that prevent them from attending during the regular school hours. The OFSD would allow a student to attend in one of three sessions—morning, afternoon &amp; night. For example:</p> <ul style="list-style-type: none"> <li>i.e. Ariel Rice has a child and she struggles to attend because of childcare for her daughter. Sometimes there is care for her child in the morning, sometimes she has it in the evening. When she has care in the morning, she can attend either the morning session and/or the afternoon session. When she has no care during the day, she can attend in the evening.</li> <li>i.e. Donovan Joseph has to work to provide support to his family. He has chosen to work instead of attending school because of the traditional school day. The OFSD allows him to attend opposite his work schedule. As a result, Donovan returns to school and works towards completing his graduation requirements.</li> </ul>	
<p>Revised staffing allocations based on the program redesign</p>	



**Board Exhibit Cover Sheet**

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.D.1.**

**Agenda Item Title:** Update on Personnel Activities

**Cabinet Level Presenter(s):** Derwin Samuels, Jr., Executive Director of Human Resources

**Additional Presenter(s):** N/A

**Executive Summary:** Attached is a listing of newly hired and separated employees for December 2021

**Recommendation:** Informational Item Only


**Budget Impact\* (if applicable):** N/A

**Funding Source (if applicable):** N/A

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):** N/A

**Policy Reference (if applicable, list policy/regulation):** N/A

**Legal Review (if necessary, list attorney and firm):** N/A

  
 \_\_\_\_\_  
 Cabinet Level Presenter's Signature

  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 \*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 General Counsel's Signature

\_\_\_\_\_  
 Date

**New Employee Assignment Report**  
**Hiring Date Range: 12-01-21 through 12-31-2021**

Campus/Department	Assignment	Employee Name	Start Date
<b>ELEMENTARY SCHOOLS</b>			
Amelia Elementary School	Teacher Elementary School	Shauntel Hector	12/6/2021
Amelia Elementary School	Teacher - Instructional Coach	Keisha Sharp	12/6/2021
Bingman Pre-K Center	Head Start Aide	Ariona Robinson	12/1/2021
Bingman Pre-K Center	Teacher Elementary School	Sherry Collins	12/9/2021
Caldwood Elementary School	Teacher Elementary School	Andrew Bluiett	12/13/2021
Curtis Elementary School	Special Education Aide	Jill Frantz	12/16/2021
Dishman Elementary School	Teacher Elementary School	Clara Banker	12/8/2021
Fletcher Elementary School	District Aide	Amparo Herrarte	12/6/2021
Guess Elementary School	Teacher Elementary School	Tomeka Melonson	12/13/2021

Campus/Department	Assignment	Employee Name	Start Date
<b>MIDDLE SCHOOL</b>			
Vincent Middle School	Clerk Assistant Principal	Cyneathia Butler	12/6/2021
Vincent Middle School	Special Education Aide	Kassi Tarver	12/6/2021

Campus/Department	Assignment	Employee Name	Start Date
<b>HIGH SCHOOL</b>			
Beaumont United High School	Special Education Aide	Monica Comeaux	12/9/2021

Campus/Department	Assignment	Employee Name	Start Date
<b>FOOD &amp; NUTRITION SERVICE</b>			
Food and Nutrition Service	Food Service Worker- 6 Hours	Francisca Arias Banda	12/6/2021
Food and Nutrition Service	Food Service Worker- 6 Hours	Jessica Brown	12/6/2021
Food and Nutrition Service	Food Service Worker- 6 Hours	Tina Palmer	12/6/2021

Campus/Department	Assignment	Employee Name	Start Date
<b>INFORMATION TECHNOLOGY</b>			
Information Technology	Computer Technician	Cody Simon	12/1/2021

<b>Campus/Department</b>	<b>Assignment</b>	<b>Employee Name</b>	<b>Start Date</b>
<b>MAINTENANCE</b>			
Maintenance	General Maintenance III	Ethan Hazelwood	12/13/2021

<b>Campus/Department</b>	<b>Assignment</b>	<b>Employee Name</b>	<b>Start Date</b>
<b>POLICE DEPARTMENT</b>			
Police Department	Police Officer	Zahorik Reynolds	12/17/2021

<b>Campus/Department</b>	<b>Assignment</b>	<b>Employee Name</b>	<b>Start Date</b>
<b>TRANSPORTATION</b>			
Bus Driver	Transportation Bus Driver	Nicole Alex	12/2/2021
Bus Driver	Transportation Bus Driver	Matthew Harmon	12/9/2021
Bus Driver	Transportation Bus Driver	Terry Henry	12/10/2021

**EMPLOYEE SEPARATION  
REPORT**

Separation Date Range: 12-01-2021 through 12-31-2021

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
<b>ELEMENTARY SCHOOL</b>				
Bingman Pre-K-132	Teacher Elementary School	12/3/2021	Brown III, Abe J	Resign
Curtis Elementary School-105	Special Education Aide	12/17/2021	Morgan, Megan D	Resign
Curtis Elementary School-105	Special Education Aide	12/17/2021	Wells, Mary A. Denton	Retire
Guess Elementary School- 112	Tutor- Learning Loss Retire	12/17/2021	Lovoi, Judy	Resign
Jones-Clark Elementary School-129	PLA-Behavior Specialist	12/15/2021	Matthews, Vincent W.	Resign
Jones-Clark Elementary School-129	Teacher Elementary School	12/15/2021	Tatum, Dione R	Resign
Pietzsch Elementary School-125	Nurse	12/17/2021	Lewis, Patricia B	Retire
Pietzsch Elementary School-125	Teacher Elementary School	12/14/2021	Manuel, Geraldine	Resign
Regina Elementary School- 118	ROAR Liaison	12/2/2021	Bolden, Tameka N	Termination

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
<b>MIDDLE SCHOOL</b>				
Marshall Middle School- 046	Secretary Principal	12/17/2021	Graham, Tammy B	Retire
Marshall Middle School- 046	Special Education Aide	12/17/2021	Thomas, Rose M	Resign
Marshall Middle School- 046	Teacher Middle School	12/15/2021	Powell, Kristi T	Resign
Marshall Middle School- 046	Teacher Middle School	12/17/2021	Coyle Jr. Robert L	Resign
Odom Middle School Academy-047	Teacher Middle School	12/17/2021	Kay, Scott A.	Resign
Smith Middle School-042	Teacher Middle School	12/17/2021	Gilder, Caleb	Resign

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
<b>HIGH SCHOOL</b>				
Beaumont United High School - 014	Teacher High School	12/17/2021	Keil, Breojia J	Resign
Brown Alternative Center- 012	Teacher High School	12/17/2021	Ontiveros, Carlos	Resign
West Brook High School- 008	Teacher High School	12/17/2021	Raiford, Molly	Retire
West Brook High School- 008	Teacher High School	12/17/2021	Spacek, Randall S	Retire

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
<b>TRANSPORTATION</b>				
Bus Driver- 531	Transportation Bus Driver	12/2/2021	Petties, Latasha M	Termination
Transportation - 530	Transportation Dispatcher	12/13/2021	Simon, Dana S	Termination

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
<b>CUSTODIAL SERVICES</b>				
Custodial Services- 513	Custodial Services Zone Leader	12/16/2021	Frank, Yvonne B	Retire
Custodial Services- 513	Custodian- 200 Days	12/2/2021	Taylor, Mark A	Termination
Custodial Services- 513	Custodian- 200 Days	12/3/2021	Juarez Jr. Felipe	Resign
Custodial Services- 513	Custodian- 200 Days	12/9/2021	Green, Cynthia R	Termination

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
<b>FOOD &amp; NUTRITION SERVICE</b>				
Food and Nutrition Service- 833	Food Service Worker - 7 Hours	12/17/2021	January, Emily M	Retire

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
<b>SPECIAL EDUCATION</b>				
Special Education - 814	Assistant Speech Language Pathologist	12/17/2021	Dumars, Marsha C	Resign



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.D.2.**

**Agenda Item Title:** Report – Tax Collections

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):**

**Executive Summary:** N/A

**Recommendation:** N/A

**Budget Impact\* (if applicable):** N/A

**Funding Source (if applicable):** N/A

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):**

**Policy Reference (if applicable, list policy/regulation):**

**Legal Review (if necessary, list attorney and firm):**

Cheryl Hernandez  
Cabinet Level Presenter's Signature

1/10/2022  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**Tax Collection Report**  
*December 31, 2021*

	<b>Taxes Collected</b>			
	<b>12/31/21</b>		<b>12/31/20</b>	
	M & O	I & S	M & O	I & S
Current	24,183,594.40	6,721,329.93	22,522,160.32	5,920,689.18
Delinquent	98,401.14	25,276.17	137,833.01	34,643.55
Penalties & Interest	43,868.93	10,698.67	68,948.90	16,419.29
<b>Totals</b>	<b>24,325,864.47</b>	<b>6,757,304.77</b>	<b>22,728,942.23</b>	<b>5,971,752.02</b>

	<b>Current Taxes</b>			
	<b>Tax Levy</b>	<b>Collections for 12/31/2021</b>	<b>YTD Current Collections</b>	<b>Collected Percentage</b>
	142,359,852.83	30,904,924.33	39,023,145.83	27.41%

<b>Two Year Comparison</b>	
<b>Current Year as of 12/31/2021</b>	<b>Prior Year as of 12/31/2020</b>
27.41%	26.63%

AGENDA:  
January 20, 2022



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.D.3.**

**Agenda Item Title:** Report – General Fund Summary

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):**

**Executive Summary:** N/A

**Recommendation:** N/A

**Budget Impact\* (if applicable):** N/A

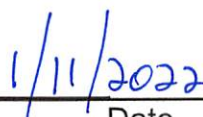
**Funding Source (if applicable):** N/A

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):**

**Policy Reference (if applicable, list policy/regulation):**

**Legal Review (if necessary, list attorney and firm):**

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

BEAUMONT INDEPENDENT SCHOOL DISTRICT  
**GENERAL FUND**  
 Budget vs. Expenditures  
 December 31, 2021

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
<b>REVENUES</b>					
Property Tax Collection (including delinquencies)	118,385,278	24,115,625	32,204,898	-	86,180,380
Sources of Misc Income (Foreign Trade Zone, Athletics...)	13,801,554	75,538	254,647	-	13,546,907
State Program Revenues	36,727,869	561,973	43,263,525	-	(6,535,656)
Federal Program Revenues	4,105,646	198,325	908,807	-	3,196,839
Other Financing Sources	425,000	-	497,444	-	(72,444)
<b>Total Revenues</b>	<b>173,445,347</b>	<b>24,951,461</b>	<b>77,129,320</b>	<b>-</b>	<b>96,316,027</b>
<b>EXPENDITURES</b>					
11 Classroom	88,934,520	6,671,494	39,616,427	405,556	48,912,537
12 Library	1,303,563	108,048	524,924	30,878	747,761
13 Staff Development	584,927	13,496	168,733	33,142	383,053
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	4,086,127	234,096	1,748,103	13,387	2,324,637
23 Principal, Asst. Principals, Office Clerical	11,651,664	653,444	4,539,893	27,627	7,084,144
31 Counselors	5,855,341	355,439	2,667,059	76,329	3,111,953
32 Social Workers	338,879	15,721	105,338	-	233,541
33 Nurses	2,149,767	156,342	999,602	1,682	1,148,482
34 Transportation	5,723,207	412,117	2,460,389	468,145	2,794,674
36 After School Activites	5,597,084	288,942	2,530,786	461,626	2,604,671
41 Administration	7,059,200	402,968	3,279,130	310,597	3,469,473
51 Maintenance and Utilites	32,297,868	5,183,000	15,183,323	6,984,348	10,130,197
52 Police and Monitoring Services	3,175,118	238,867	1,441,440	96,206	1,637,472
53 Data Processing Personnel	4,078,301	164,038	1,699,627	592,711	1,785,963
61 Parent involvment Liaisons, Day Car Workers	227,235	12,169	19,275	-	207,960
71 Debt Service	1,114,965	-	1,114,964	-	1
81 Facilities Acquisition & Construction	338,051	-	313,972	19,100	4,979
93 Fiscal Agent - Shared Service for Deaf Program	380,000	-	191,847	-	188,153
95 Juvenile Justice Alternative Ed Program	150,000	-	-	150,000	-
99 Tax Appraisal & Collections	1,450,000	366,098	633,313	-	816,687
<b>Total Expenditures</b>	<b>176,495,817</b>	<b>15,276,278</b>	<b>79,238,330</b>	<b>9,671,333</b>	<b>87,586,154</b>
<b>Net increase (decrease)</b>	<b>(3,050,470)</b>				<b>8,729,873</b>



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.D.4.**

**Agenda Item Title:** Report – Campus Activity Funds and Donations

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):**

**Executive Summary:** N/A

**Recommendation:** N/A

**Budget Impact\* (if applicable):** N/A

**Funding Source (if applicable):** N/A

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):**

**Policy Reference (if applicable, list policy/regulation):**

**Legal Review (if necessary, list attorney and firm):**

Cheryl Hernandez  
Cabinet Level Presenter's Signature

1/10/2022  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**CAMPUS ACTIVITY FUND  
EXPLANATION OF AMENDMENTS  
DECEMBER 2021**

<b>West Brook High School</b>	<b>\$ 38,560.00</b>
<b>Explanation:</b>	Car Registrations, Textbook Fines, Program Ads, Chromebook Fees, Yearbooks, Student IDs
<b>Beaumont United High School</b>	<b>\$ 5,474.00</b>
<b>Explanation:</b>	Car Registrations, Chromebook Fees, Transcript Fees, AP Fees, Library Fines, Student IDs
<b>Smith Middle School</b>	<b>\$ 2,297.00</b>
<b>Explanation:</b>	Commissions/Vending Machines, Fundraiser Proceeds
<b>King Middle School</b>	<b>\$ 203.00</b>
<b>Explanation:</b>	Commissions/Vending Machines
<b>Marshall Middle School</b>	<b>\$ 15,460.00</b>
<b>Explanation:</b>	Yearbooks, Gym Suits, Library Lost Books, LED Signs, Chromebook Fees
<b>Odom Academy</b>	<b>\$ 18,981.00</b>
<b>Explanation:</b>	Fundraiser Proceeds, Chromebook Fees
<b>Vincent Middle School</b>	<b>\$ 10,288.00</b>
<b>Explanation:</b>	Gym Suits, Cell Phone Fines, Chromebook Fees
<b>Amelia Elementary</b>	<b>\$ 2,641.00</b>
<b>Explanation:</b>	Chromebook Fees, Donation
<b>Caldwood Elementary</b>	<b>\$ 1,702.00</b>
<b>Explanation:</b>	Library Fines, Fundraiser Proceeds, Chromebook Fees
<b>Curtis Elementary</b>	<b>\$ 6,250.00</b>
<b>Explanation:</b>	Chromebook Fees, Library Lost Books
<b>Fletcher Elementary</b>	<b>\$ 4,660.00</b>
<b>Explanation:</b>	Chromebook Fees
<b>Guess Elementary</b>	<b>\$ 1,326.00</b>
<b>Explanation:</b>	Commissions/Vending Machines
<b>Regina Howell Elementary</b>	<b>\$ 11,133.00</b>
<b>Explanation:</b>	Agenda Books, Chromebook Fees, Fundraiser Proceeds
<b>Homer Drive Elementary</b>	<b>\$ 11,878.00</b>
<b>Explanation:</b>	Commissions/Vending Machines, Donation
<b>Pietzsch Elementary</b>	<b>\$ 13,294.00</b>
<b>Explanation:</b>	Commissions/Vending Machines, Chromebook Fees, Fundraiser Proceeds
<b>Dishman Elementary</b>	<b>\$ 1,213.00</b>
<b>Explanation:</b>	Commissions/Vending Machines, Chromebook Fees
<b>Blanchette Elementary</b>	<b>\$ 150.00</b>
<b>Explanation:</b>	Chromebook Fees
<b>Martin Elementary</b>	<b>\$ 520.00</b>
<b>Explanation:</b>	Chromebook Fees

**CAMPUS ACTIVITY FUND  
EXPLANATION OF AMENDMENTS, CONTINUED  
DECEMBER 2021**

<b>Phalen Leadership Academy (Jones-Clark ES)</b>	<b>\$ 2,093.00</b>
<b>Explanation:</b> Chromebook Fees , Commissions/Vending Machines	
<b>Charlton-Pollard Elementary</b>	<b>\$ 138.00</b>
<b>Explanation:</b> Chromebook Fees	
<b>Fehl Price Classical Academy</b>	<b>\$ 270.00</b>
<b>Explanation:</b> Chromebook Fees	
<b>Bingman Pre-K Center</b>	<b>\$ -</b>
<b>Explanation:</b>	
<b>Lucas Pre-K Center</b>	<b>\$ 50.00</b>
<b>Explanation:</b> Donation	
<b>Pathways Learning Center</b>	<b>\$ 378.00</b>
<b>Explanation:</b> Chromebook Fees, Student IDs	
<b>Taylor Career Center</b>	<b>\$ 1,143.00</b>
<b>Explanation:</b> Donations, Commissions/Vending Machines, CTE Program Proceeds	
<b>Brown Center</b>	<b>\$ 110.00</b>
<b>Explanation:</b> Chromebook Fees	
<b>Transportation Dept</b>	<b>\$ -</b>
<b>Explanation:</b>	
<b>Maintenance Dept</b>	<b>\$ -</b>
<b>Explanation:</b>	
<b>Administration Building</b>	<b>\$ 175.00</b>
<b>Explanation:</b> Donation	
<b>Admin. Annex Building</b>	<b>\$ 1,812.00</b>
<b>Explanation:</b> Donation	
<b>Police Dept.</b>	<b>\$ 51.00</b>
<b>Explanation:</b> Crash Report Fees	
<b>Early College H.S.</b>	<b>\$ 4,398.00</b>
<b>Explanation:</b> Commissions/Vending Machines, Fundraiser Proceeds, Chromebook Fees	
<b>School for the Deaf (Deaf Ed.)</b>	<b>\$ -</b>
<b>Explanation:</b>	

**CAMPUS ACTIVITY FUNDS  
BUDGET CHANGE REPORT - DECEMBER 2021**

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b><u>Revenues</u></b>				
Local Revenue - Other Sources	461.00.5749.00	285,488	156,648	442,136
<b><u>Expenditures</u></b>				
	<b><u>School Leadership</u></b>			
West Brook High School	461.XX.6499.00.008.00.000	86,852	38,560	125,412
Beaumont United High School	461.XX.6499.00.014.00.000	13,583	5,474	19,057
Smith Middle School	461.XX.6499.00.042.00.000	2,614	2,297	4,911
King Middle School	461.XX.6499.00.043.00.000	8,532	203	8,735
Marshall Middle School	461.XX.6499.00.046.00.000	33,057	15,460	48,517
Odom Academy	461.XX.6499.00.047.00.000	28,088	18,981	47,069
Vincent Middle School	461.XX.6499.00.048.00.000	11,093	10,288	21,381
Amelia Elementary	461.XX.6499.00.101.00.000	1,105	2,641	3,746
Caldwood Elementary	461.XX.6499.00.104.00.000	4,827	1,702	6,529
Curtis Elementary	461.XX.6499.00.105.00.000	13,995	6,250	20,245
Fletcher Elementary	461.XX.6499.00.110.00.000	7,212	4,660	11,872
Guess Elementary	461.XX.6499.00.112.00.000	7,916	1,326	9,242
Regina Howell Elementary	461.XX.6499.00.118.00.000	18,789	11,133	29,922
Homer Drive Elementary	461.XX.6499.00.123.00.000	2,664	11,878	14,542
Pietzsch Elementary	461.XX.6499.00.125.00.000	3,014	13,294	16,308
Dishman Elementary	461.XX.6499.00.126.00.000	2,949	1,213	4,162
Blanchette Elementary	461.XX.6499.00.127.00.000	1,920	150	2,070
Martin Elementary	461.XX.6499.00.128.00.000	1,479	520	1,999
Phalen Leadership Academy (Jones-Clark)	461.XX.6499.00.129.00.000	12,048	2,093	14,141
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	2,150	138	2,288
Fehl Price Classical Academy	461.XX.6499.00.131.00.000	2,647	270	2,917
Bingman Pre-K Center	461.XX.6499.00.132.00.000	735	-	735
Lucas Pre-K Center	461.XX.6499.00.133.00.000	813	50	863
Pathways Learning Center	461.XX.6499.00.006.00.000	75	378	453
Taylor Career Center	461.XX.6499.00.009.00.000	3,384	1,143	4,527
Brown Center	461.XX.6499.00.012.00.000	1,542	110	1,652
Transportation Dept	461.XX.6499.00.811.00.000	729	-	729
Maintenance Dept	461.XX.6499.00.819.00.000	449	-	449
SSA Deaf Program	461.XX.6499.00.838.00.000	526	-	526
Administration Building	461.XX.6499.00.842.00.000	2,213	175	2,388
Admin. Annex Building	461.XX.6499.00.843.00.000	339	1,812	2,151
Police Dept.	461.XX.6499.00.850.00.000	42	51	93
Early College H.S.	461.XX.6499.00.013.00.000	8,107	4,398	12,505
	<b>Total Expenditures</b>	<b>285,488</b>	<b>156,648</b>	<b>442,136</b>
<b>BUDGET CHANGE</b>				
	Total Revenues	285,488	156,648	442,136
	Total Expenditures	<u>(285,488)</u>	<u>(156,648)</u>	<u>(442,136)</u>
	Adjusted Surplus	-	-	-

**DONATION REPORT - DECEMBER 2021**

**MONETARY DONATIONS**

<b><u>Donor Name/Organization</u></b>	<b><u>Recipient</u></b>	<b><u>Account Number</u></b>	<b><u>Amount Given</u></b>
Eva LeBlanc	Taylor Career Center Culinary Arts	461.00.5749.00.009.00.C28	50
Reese Meadows	Taylor Career Center Culinary Arts	461.00.5749.00.009.00.C28	40
Lovette Martin-Davis	Taylor Career Center Culinary Arts	461.00.5749.00.009.00.C28	30
		<b>Total Monetary Donations</b>	<b>120</b>

**RECORD OF DONATED ITEMS**

<b><u>Donor Name/Organization</u></b>	<b><u>SAF Club/Department</u></b>	<b><u>Description of Items</u></b>	<b><u>Estimated Value</u></b>
<i>No activity for the month</i>			



**QUARTERLY INVESTMENT REPORT  
FOR THE QUARTER ENDED NOVEMBER 30, 2021**

**Investment Program**

The legal requirements and local authority for investment of District funds are detailed in Board Policy CDA (Legal) and CDA (Local) as adopted by the Board of Managers. The investments utilized by Beaumont ISD for the Quarter Ended November 30, 2021 included TexPool and Lone Star and Investment Pools.

**Investment Position at November 30, 2021**

<u>Investment</u>	<u>Book Value</u>	<u>Market Value</u>
Lone Star Investment Pool	\$ 76,159,498.62	\$ 76,159,498.62
TexPool	4,079,728.88	4,079,728.88
Total	<u>\$ 80,239,227.50</u>	<u>\$ 80,239,227.50</u>

**Investment Activity**


A summary of activity is listed below:

**Schedule of Transactions by Fund Group  
Investments in Lone Star Investment Pool  
Quarter Ended November 30, 2021**

<u>Investment</u>	<u>Carrying Amount 09/01/2021</u>	<u>Additions 09/01/2021- 11/30/2021</u>	<u>Deductions 09/01/2021- 11/30/2021</u>	<u>Carrying Amount 11/30/2021</u>
General Fund - Corporate Overnight Plus Fund	\$ 75,941,451.29	36,401,813.91	48,493,518.58	\$ 63,849,746.62
General Fund - Corporate Overnight Fund	1,667,126.89	234.03	-	1,667,360.92
General Fund - Government Overnight Fund	639,694.27	5,051,611.10	3,730,579.68	1,960,725.69
Total General Fund	<u>\$ 78,248,272.45</u>	<u>\$ 41,453,659.04</u>	<u>\$ 52,224,098.26</u>	<u>\$ 67,477,833.23</u>
Debt Service - Corporate Overnight Plus Fund	\$ 6,040,845.43	1,222.21	-	\$ 6,042,067.64
Debt Service - Corporate Overnight Fund	594,067.19	83.40	-	594,150.59
Debt Service - Government Overnight Fund	669,238.61	1,376,208.55	-	2,045,447.16
Total Debt Service Fund	<u>\$ 7,304,151.23</u>	<u>\$ 1,377,514.16</u>	<u>-</u>	<u>\$ 8,681,665.39</u>
Total Lone Star Investments	<u>\$ 85,552,423.68</u>	<u>\$ 42,831,173.20</u>	<u>\$ 52,224,098.26</u>	<u>\$ 76,159,498.62</u>

**Schedule of Transactions by Fund Group  
Investments in Texpool  
Quarter Ended November 30, 2021**

<u>Type</u>	<u>Carrying Amount 09/01/2021</u>	<u>Additions 09/01/2021- 11/30/2021</u>	<u>Deductions 09/01/2021- 11/30/2021</u>	<u>Carrying Amount 11/30/2021</u>
General Fund	\$ 3,933,899.72	\$ 331.23	\$ -	\$ 3,934,230.95
Debt Service Fund	145,485.71	12.22	-	145,497.93
Total Investments	<u>\$ 4,079,385.43</u>	<u>\$ 343.45</u>	<u>\$ -</u>	<u>\$ 4,079,728.88</u>

  
Cheryl Hernandez, CFO

  
Stacey Fitch, Comptroller

# Beaumont ISD

## Academic Planning Guide

### 2022-2023 School Year

Developed in collaboration with:

- Department of Curriculum and Instruction and
- Campus leadership teams and designated teachers

Facilitated by:

- Lydia Sylvester, Director of Guidance and Counseling



**MIDDLE SCHOOL  
AND  
HIGH SCHOOL  
ACADEMIC  
PLANNING GUIDE**

**2022 - 2023**  
SCHOOL YEAR



- The academic planning guide contains important information to help direct and assist parents and students in making informed decisions concerning programs, course registration and requirements throughout middle and high school.
- This year we have continued to embrace a digital version that now contains interactive links, videos, checklists and planning guides to readily assist our students and parents.
- Now available on our district's website.

# Process and Timeline

## September 15, 2021 – Initial Committee Meeting

- Meeting held to discuss needs and feedback for enhancements

## October 5, 2021- Committee Meeting

- Committee reviews the process for submitting new information, and revisions
- New courses are developed in collaboration with campus teams and curriculum leaders
- Proposed new courses are approved by corresponding curriculum supervisor and submitted for approval
- Information is shared between Curriculum and Instruction and Student Services so updates are made in the our student information software accordingly
- All departments are charged to work diligently to submit items in a timely fashion

## October 26, 2021- Status Update

- A virtual check-in requiring committees to submit a status update verifying which departments are on track in completing updates

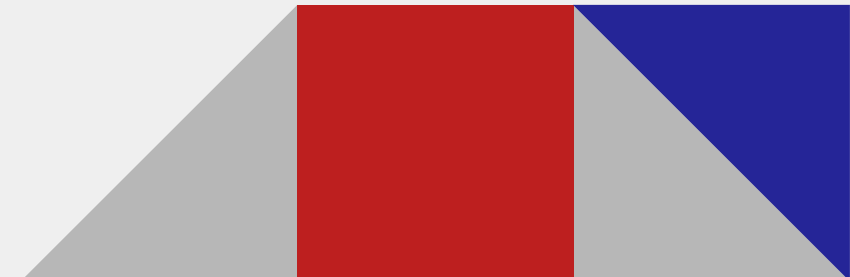
## November 2, 2021- Deadline for all submissions

## November 12, 2021 - Draft complete

- Draft was sent to the committee with a notice of final review

## November 19, 2021- Deadline to make any minor corrections to the draft.

## December 9, 2021- Academic Planning Guide complete



**NEW**

# for 2022-2023

## Informational Videos:

To promote graduation requirements and postsecondary readiness, select personnel created a brief videos to provide students and parents with information regarding:

- Graduation requirements, endorsements and programs of study
- Common courses taken within Beaumont ISD
- Career interests aligned to specific core areas

## Special Education and English Language Learner Course Updates

## Dual Credit Crosswalk:

- A clear crosswalk aligning Lamar dual credit courses and high school state credits

## CCMR and Counselor Student Checklist:

- A student-friendly checklist and goal-setting worksheet to assist students in planning for their secondary educational experience in becoming post-secondary ready is now available



### Checklist: Middle School to College and Career



#### EIGHTH GRADE

Testing Required: STAAR Assessments, PSAT 8/9

Eighth Grade Timeline (check off the items you have completed)

- Consult with your 8th-grade counselor and teachers for appropriate course selections
- Attend and participate in guidance sessions and parent meetings for high school 4-year planning
- Determine which graduation plan you would like to pursue during your high school career. (All students will enter on the plan of the distinguished level of achievement)
  - Are you planning on attending a four-year college or university?
  - Do you want to earn industry certifications during high school in an effort to obtain a job after graduation?
  - Do you want to graduate in the top 10% of your high school class?

# NEW

# for 2022-2023



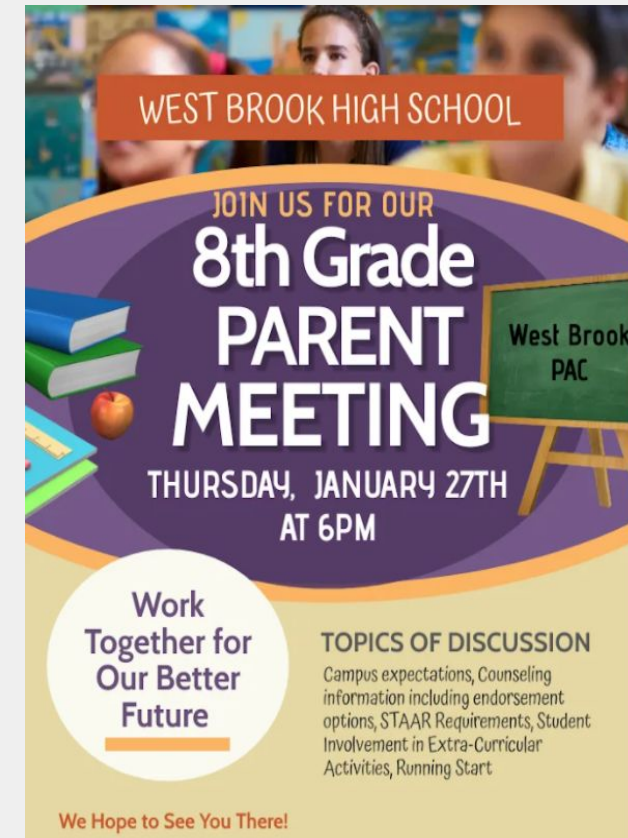
## New Program of Study


- In alignment with the district's CCMR board outcome goals, programs of study are expanding in an effort to double the number of students enrolling/entering some form of higher education.
  - Marketing and Sales ( Real Estate)
    - New Courses
      - Practicum in Entrepreneurship
      - Practicum in Marketing
    - Once students receive practicum hours, students are able to test and receive a Real Estate license.
    - Offered at West Brook and Beaumont United High School

# Parent Seminars

## Course Selection and Master Scheduling

- Nov. 4th
  - District seminar for incoming high school students and parents
- Nov. 10th - 19th
  - Four- year planning conferences with incoming 9th grade students
- Nov. 29th -Dec.17th
  - Counselors receive course requests digitally from all secondary students.
  - Student course selection for incoming 9-12 grade students complete
  - High school students and parents are able to view students academic progress in real time and submit course requests directly into Eduthings
- January 4th - 28th
  - Campuses host parent seminars for incoming 6th and 8th grade students.
  - Course selections for all incoming 6th -12th grade levels are reviewed and finalized.
- February 3rd - April 1st
  - Building of secondary master schedules for 2022-2023





Beaumont ISD  
Academic Planning Guide  
2022-2023 School Year

*Thank you!*

*Questions? Clarification?*

**OFFICIAL MINUTES OF THE BOARD OF THE  
BEAUMONT INDEPENDENT SCHOOL DISTRICT  
IN THE BOARD ROOM OF THE BEAUMONT ISD ADMINISTRATION BUILDING  
3395 HARRISON AVENUE BEAUMONT, TEXAS**

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**December 14, 2021**

*Regular Meeting Minutes as Directed Under the Provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551*

The Board Members of the Beaumont Independent School District met in regular meeting on Tuesday, December 14, 2021, in the Board Room of the Administration Building located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order at 4 p.m. by Robert C. Dunn, Sr., Presiding Officer.

**CALL TO ORDER**

President, Robert Dunn established a quorum.

**ROLL CALL**

**PRESENT:** Robert C. Dunn, Sr., Trustee & President  
Woodrow Reece, II, Trustee & Vice President  
Stacey Lewis, Jr., Trustee & Secretary (arrived at 4:45 PM)  
Joe A. Evans, Jr., Trustee  
Tillie Hickman, Trustee  
Kevin W. Reece, Trustee (arrived at 5:15 p.m.)  
Denise Wallace-Spooner, Trustee  
Dr. Shannon Allen, Superintendent

**ABSENT:**

At 4:32 p.m., the board went in to closed session.

1. CLOSED SESSION (CLOSED TO PUBLIC) - BOARD WILL CONVENE IN CLOSED SESSION UNDER CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, SECTIONS 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.0821, 551.083, 551.084 AND/OR 551.087, TO DELIBERATE ON THE FOLLOWING:
  - a. LEGAL
    - Pending or contemplated litigation matters and status report
    - Matters on which the school district legal counsel's duties to the school district under the Texas Disciplinary Rules of

Professional Conduct or the State Bar of Texas Clearly  
conflicts with the Texas Open Meetings Act

1. Consider approval of settlement in *Gayle W. Botley CPA v. Beaumont ISD*; Cause No. B-202754; in the 60<sup>th</sup> Judicial District Court of Jefferson County, Texas

It was moved by Tillie Hickman, and seconded by Joe Evans, that the Board approved the settlement agreement in *Gayle W. Botley CPA v. Beaumont ISD*, Cause No. B-202754 in the 60<sup>th</sup> Judicial District Court of Jefferson County, Texas.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, and Denise Wallace-Spooner

NAYS: None

ABSTAIN: Kevin Reece

MOTION PASSED: 6-1 with 1-Abstention

2. Consider Superintendent's Recommendation Regarding Student Intradistrict Transfer

It was moved by Joe Evan, and seconded by Stacey Lewis, that the Board approved the intradistrict transfer of student W.R. pursuant to Texas Education Code section 25.0342, as discussed in closed sesison, and directed the Superintendent to provide the parent notice of the same in accordance with law and policy.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, and Denise Wallace-Spooner

NAYS: NONE.

ABSTAIN: Kevin Reece

MOTION PASSED: 6 with 1-Abstention

3. Approve Revised Engagement of Orgain, Bell & Tucker LLP

It was moved by Tillie Hickman, and seconded by Joe Evans, that the Board approved the revised terms of engagement of Orgain, Bell & Tucker LLP related to immigration legal services as discussed in closed session.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, and Denise Wallace-Spooner

NAYS: NONE.

ABSTAIN: Kevin Reece

MOTION PASSED: 6 with 1-Abstention

4. Discuss LSG Quarterly Tracker

b. PERSONNEL

- Deliberation regarding the appointment, employment, evaluation, reassignment, duties, proposed terminations, terminations and suspensions, proposed nonrenewals, renewals, and resignation/retirements, discipline, and/or dismissal of a public officer or employee, including the superintendent, and/or hear complaints and grievances against public officers or employees
- Consider Recommendation for Designation of Hearing Officer in Level 3 Parent Complaint: M.H.

It was moved by Denise Spooner, and seconded by Woodrow Reece, that that the Board designate Dr. Anita Frank as the hearing officer to hear the Level 3

grievance in accordance with Board Policy FNG (Local).

It was further moved that written notice be provided to the parties that they will be given an opportunity to respond to the hearing officer's recommendation in writing to be considered by the Board at the next regularly scheduled board meeting following receipt of the hearing officer's recommendation.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, and Denise Wallace-Spooner

NAYS: NONE.

ABSTAIN: Kevin Reece

MOTION PASSED: 6-1 with 1-Abstention

- Superintendent Goals

**NO ACTION.**

4. Discussion of BISD Police Department

**NO ACTION.**

c. REAL ESTATE

- Deliberation regarding the purchase, exchange, lease or value of real property
  1. Consider sale of property located at 950 W. Virginia Beaumont, Texas 77705

It was moved by Stacey Lewis, and seconded by Joe Evans, to approve the resolution authorizing the sale of approximately 4.68 acres of surplus District property and improvements located at 950 West Virginia Beaumont, Texas, to Lamar Institute of Technology for a purchase price of \$1,200,000 pursuant to Texas Local Government Code section 272.001(j). It was further moved that the

Board delegated authority to the Superintendent and the Board President related to the sale as set forth in the resolution.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

d. ECONOMIC DEVELOPMENT

- Deliberation regarding an offer of a financial or other incentive to a business prospect related to economic development negotiations

At 6:27 PM, the board convened its open meeting.

II. **PUBLIC HEARING**

- A. Schools FIRST (Financial Integrity Rating System) — Cheryl Hernandez, CFO, presented the following information to the Board:
- Indicators are looked at to rate the district
  - Annual Financial Report
  - Superintendent’s Current Employment Contract
  - Amounts spent for travel for each board member and the superintendent
  - Report on outside compensation
  - Business transactions between BISD and Trustees

B. PUBLIC COMMENTS

III. **BOARDROOM (REGULAR OPEN BOARD MEETING)**

A. INTRODUCTION OF REGULAR MEETING

1. United States and Texas Flags Pledges of Allegiance – Beaumont United High School NJROTC posted the colors and the US and Texas flags was led by Martin Elementary School fourth-grader, Ansley Derry.

2. Recognitions- Denise McLean, Director for Community Relations
  - ExxonMobil check presentation, Nakisha Burns, Governance Manage
  - TMEA All-Region Choir (Marshall, Odom and WB)

B. STUDENT OUTCOMES

1. **Superintendent's Report**-Dr. Shannon Allen, Superintendent of Schools, presented the following information to the Board:
  - Vision
  - Mission
  - COVID Update – Suspension of wearing of masks
  - 2021-22 Safe Schools Initiative
  - Misconceptions about Expulsions and Suspensions
2. Cabinet Report
  - a. **2020-2021 Annual Bilingual Overview** – Jenny Angelo, Executive Director of Curriculum and Instruction, introduced the Bilingual/ESL Supervisor:
    - Blanca Smith, Bilingual/ESL Supervisor presented the following information to the board:
      - Vision and Mission Statements for Bilingual Department
      - ESL Model
      - Student and Teacher Demographics
      - State Assessments

C. PUBLIC COMMENTS

**2 ½ Minutes**

1. **Wendell Roane, Sr.**, 585 Elgie Street, signed up to address the board regarding his son. **DID NOT SPEAK**
2. **Claude Conner**, 2290 Avenue D, signed up to address the board regarding Changes in BISD.

D. INFORMATION ITEMS

1. Update on Personnel Activities-Derwin Samuels, Executive Director of Human Resources, presented information on the Personnel activities for the month of November 2021.

2. Report for Tax Collections—Cheryl Hernandez, Chief Financial Officer, presented information on the Tax Collections Report for the month of November 2021.
  3. Report for General Fund Revenue and Expenditures—Cheryl Hernandez, Chief Financial Officer, presented information on the General Fund Revenue and Expenditures Report for the month of November 2021.
  4. Report for Campus Activities Funds and Donations—Cheryl Hernandez, Chief Financial Officer, presented information on the Campus Activities Funds and Donations for the month of November 2021.
  5. Head Start's Annual Report to the Public—Dr. Anita Frank, Assistant Superintendent for Elementary Administration, and Sue Little, Principal of Bingman Head Start, presented information on Bingman Head Start's Annual Report to the Public for the 2020-2021 School Year.
  6. Report from Facilities Subcommittee—Stacey Lewis, Co-Chair, presented information to the Board regarding new transportation facility; facilities assessment – ESSER grants work has begun; West Brook auxiliary building; King MS gym floor; West Brook and BU baseball fields; Memorial Stadium update; Security vestibules; various areas for upgrades; Central boys gym; Central HS main building; and Bingman – intake specialist and new portable building.
- E. CONSENT AGENDA
1. Minutes of November 16, 2021, Regular Board Meeting.
  2. Approve Personnel Recommendations including Chapter 21 Hiring and Director Employees
  3. Approve Quarterly Board Progress Tracker
  4. Approve TASB Policy Update 118
  5. Approve Interlocal Agreement with Region 20 PACE Purchasing Cooperative
  6. Approve vendor award for RFP #22.04 Psychological Testing, Diagnostic, and Therapeutic Services

7. Approve Supplemental Pay Schedule to be added to the Compensation Plan for the 2021-2022 school year
8. Approve Head Start Annual Recommendations for the 2021-2022 School Year
  - a. Head Start Interagency Agreement
  - b. Head Start Policy Council By-Laws and Officers
  - c. Head Start Selection Process
  - d. Head Start Shared Decision-Making Process
  - e. Head Start Impasse Policy

It was moved by Woodrow Reece, and seconded by Stacey Lewis, that the Board approve the items on the Consent Agenda as presented to the Board.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

**F. ACTION ITEMS**

1. Action, if any, on items discussed in closed session is stated above.

Tillie Hickman, Joe Evans in the Botley settlement

6-1 abstension Kevin Reece abstained

Tillie Hickman, ORgain Bell Tucker, seconded by Joe Evans.

6-1 Abstained (Kevin)

Joe Evans, Stavey Lewis

6-1 (Abstained (Kevin)

Denise Spooner, Level III Parent Grievance – seconded by Woodrow Reece

6-1 against (Kevin)

Stacey Lewis, property sale, seconded by Joe Evans

7-0

2. Approve Resolution for Non-Duty Day Premium Pay

It was moved by Stacey Lewis, and seconded by Tillie Hickman, that the Board approve the Resolution for Non-Duty Day Premium Pay.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

3. Approve Budget Amendments

It was moved by Stacey Lewis, and seconded by Woodrow Reece, that the Board approve the budget amendments.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

4. Approve Purchases of \$50K or More

It was moved by Stacey Lewis, and seconded by Joe Evans, that the Board approve Purchases of \$50K or More.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

5. Approve Notice of Election to Discontinue Participation in TRS-ActiveCare

It was moved by Stacey Lewis, and seconded by Tillie Hickman, that the Board approve the Notice of Election to Discontinue Participation in TRS-ActiveCare.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

6. Approve the 2022-2023 Calendar

It was moved by Stacey Lewis, and seconded by Joe Evans, that the Board approve the 2022-2023 Academic Calendar.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0 (Calendar Option 2)

Closing remarks from Board Members.

**ADJOURNMENT**

It was moved and seconded to adjourn this meeting, the meeting adjourned at 8:55 p.m.



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.E.2.**

**Agenda Item Title:** Approve Hiring Chapter 21 and Director Employees

**Cabinet Level Presenter(s):** Derwin Samuels, Jr., Executive Director of Human Resources

**Additional Presenter(s):** N/A

**Executive Summary:** Listed below are Chapter 21 recently hired within the District

**Recommendation:** Approve Administration's Hiring Recommendation. The employees' names are included with the enclosed coversheet.

**Budget Impact\* (if applicable):** N/A

**Funding Source (if applicable):** N/A

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):** N/A

**Policy Reference (if applicable, list policy/regulation):**

**Legal Review (if necessary, list attorney and firm):**

Derwin Samuels, Jr.  
Cabinet Level Presenter's Signature

1/6/2022  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

## **Administration's Hiring Recommendation**

Shauntel Hector

Keisha Sharp

Sherry Collins

Andrew Bluiett

Clara Banker

Tomeka Melonson



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** II.E.3.

**Agenda Item Title:** Consider approval of additional personnel for Pathways Learning Center for the 2021/2022 school year.

**Cabinet Level Presenter(s):** Derwin Samuels, Jr., Executive Director of Human Resources

**Additional Presenter(s):** Randall Maxwell, Senior Director of Student Support Services

**Executive Summary:** To meet the changing and growing disciplinary needs of the District, administration is requesting the approval of five (5) additional teacher positions for Pathways Learning Center. These positions will expand the high school student capacity of Pathways.

**Recommendation:** To approve the addition of five (5) Teacher positions at Pathways Learning Center for the 2021-2022 school year.

**Budget Impact\* (if applicable):** N/A

**Funding Source (if applicable):** General Fund

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):** N/A

**Policy Reference (if applicable, list policy/regulation):** N/A

**Legal Review (if necessary, list attorney and firm):** N/A

Derwin Samuels, Jr.  
Cabinet Level Presenter's Signature

1/13/2022  
Date

Cheyenne Anderson  
\*CFO Signature (required if there is a budget impact)

1/13/2022  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

# BEAUMONT INDEPENDENT SCHOOL DISTRICT

## Job Description



<b>JOB TITLE:</b>	Teacher	<b>CLASSIFICATION:</b>	Exempt
<b>REPORTS TO:</b>	Principal	<b>PAY GRADE:</b>	Teacher Salary Scale / 187 Days
<b>LOCATION:</b>	Assigned Campus	<b>DATE REVISED:</b>	8/13/2021

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### PRIMARY PURPOSE:

Provide students with appropriate learning activities and experiences in the core academic subject areas designed to help them fulfill their potential for intellectual, emotional, physical, and social growth. Enable students to develop competencies and skills to function successfully in society.

### QUALIFICATIONS:

#### Education/Certification:

- Bachelor's degree from accredited university or college
- Valid Texas teaching certificate with required endorsements or training for subject/level assigned
- Demonstrated competency in the core academic subject area assigned
- *Fluency in foreign language for LOTE teachers*
- *Physical Education Teachers: Current automated external defibrillator (AED) certificate*

#### Special Knowledge/Skills:

- Knowledge of core academic subject assigned
- Knowledge of curriculum and instruction
- Ability to instruct students and manage their behavior
- Strong organizational, communication, and interpersonal skills

#### Experience:

- At least one year of student teaching or approved internship

### MAJOR RESPONSIBILITIES AND DUTIES:

#### Instructional Strategies

1. Develop and implement lesson plans that fulfill the requirements of the district's curriculum program and show written evidence of preparation as required.
2. Prepare lessons that reflect accommodations for differences in student learning styles.
3. Present subject matter according to guidelines established by Texas Education Agency, board policies, and administrative regulations.
4. Plan and use appropriate instructional and learning strategies, activities, materials, and equipment that reflect understanding of the learning styles and needs of students assigned.
5. Assess student learning styles and use results to plan instructional activities.
6. Work cooperatively with special education teachers to modify curricula as needed for special education students according to guidelines established by Individual Education Plans (IEP).
7. Work with other members of staff in planning and implementing instructional goals, objectives, and methods according to district requirements.

8. Plan and supervise purposeful assignments for teacher aides(s) and/or volunteer(s).
9. Use technology to strengthen the teaching/learning process.

### **Student Growth and Development**

10. Help students analyze and improve study methods and habits.
11. Conduct ongoing assessment of student achievement through formal and informal testing.
12. Assume responsibility for extracurricular activities as assigned. Sponsor outside activities approved by the campus principal.
13. Be a positive role model for students; support the mission of the school district.

### **Classroom Management and Organization**

14. Create classroom environment conducive to learning and appropriate for the physical, social, and emotional development of students.
15. Manage student behavior in accordance with Student Code of Conduct and student handbook.
16. Take necessary and reasonable precautions to protect students, equipment, materials, and facilities.
17. Assist in selection of books, equipment, and other instructional materials.

### **Communication**

18. Establish and maintain open lines of communication by conducting conferences with parents, students, principals, and teachers.
19. Maintain a professional relationship with colleagues, students, parents, and community members.
20. Use effective communication skills to present information accurately and clearly.

### **Professional Growth and Development**

21. Participate in staff development activities to improve job-related skills.
22. Demonstrate interest and initiative in professional improvement.
23. Demonstrate behavior that is professional, ethical, and responsible.

### **Policy Implementation**

24. Keep informed of and comply with state, district, and school regulations and policies for classroom teachers.
25. Compile, maintain, and file all reports, records, and other documents required.
26. Attend and participate in faculty meetings and serve on staff committees, as requested.

### **Other**

27. Perform other duties as assigned.

### **EQUIPMENT USED:**

- Personal computer and peripherals; standard instructional equipment; *P.E. teachers: automated external defibrillator (AED)*

### **SUPERVISORY RESPONSIBILITIES:**

Supervise assigned teacher aide(s).

### **WORKING CONDITIONS:**

#### **Mental Demands**

- Ability to communicate effectively (verbal and written); ability to instruct
- Maintain emotional control under stress

#### **Physical Demands**

- Prolonged standing; frequent kneeling/squatting, stooping/bending, pushing/pulling, and twisting; frequent walking
- Regular light lifting and carrying (less than 15 pounds); move small stacks of textbooks, media equipment, desks, and other classroom equipment

**Environmental Demands**

- Exposure to childhood communicable diseases; good general health and stamina needed
- May work prolonged or irregular hours
- Work inside, may work outside
- Regular exposure to noise
- Working conditions may vary pursuant to Americans with Disabilities Act

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The above statements describe the general purpose and responsibilities assigned to the job and are not an exhaustive list of all responsibilities, duties, and skills that may be required. This job description is not an employment agreement or contract. The administration has the exclusive right to alter this job description at any time without notice.

Approved by Immediate Supervisor:	Date:
Reviewed by HR Director:	Date:
Received by Employee:	Date:

The Beaumont Independent School District does not discriminate on the basis of age, color, disability, national origin, race, religion, or sex in the educational programs or activities that it operates and is an equal opportunity employer.



# Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.E.4.**

**Agenda Item Title:** Approve membership in Region 16 TxBuy Purchasing Cooperative

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Beau Carroll

**Executive Summary:** The Region 16 Purchasing Cooperative will allow the district to expand our vendor database and gain better pricing through multiple categories of business. This new co-op will also assist with current supply chain issues as a result of COVID-19.

**Recommendation:** Approve membership in Region 16 TxBuy Purchasing Cooperative

**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):** Ch. 44.031

**Policy Reference (if applicable, list policy/regulation):** CH (LOCAL)

**Legal Review (if necessary, list attorney and firm):**

Cheryl Hernandez  
Cabinet Level Presenter's Signature

1/12/2022  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**RESOLUTION OF THE BOARD OF TRUSTEES**

**OF**

**Beaumont Independent SCHOOL DISTRICT**

In accordance with Chapters 791 of the Texas Government Code and 271 of the Texas Local Government Code, Board of Trustees of the Beaumont ISD (“the School District”) does hereby make the following Resolution approving the Terms and Conditions of an Interlocal Agreement between the School District and the Region 16 Service Center, which serves as the sponsor of TexBuy, a cooperative purchasing program for goods and services (“the Agreement”) designating the School District Superintendent or the Superintendent’s designee, as official representative of the School District relating to the Program.

WHEREAS, the Board of Trustees of the School District finds it in the best interests of the School District to pool with other school districts and the Region 16 Service Center to increase its purchasing economy of scale;

WHEREAS, the Board of Trustees of the School District further finds it in the best interests of the School District to access low-cost goods and services advertized to potential vendors on a nationwide basis;

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

Section I. The Terms and conditions of the agreement having been reviewed by the Board of Trustees of the School District is found to be acceptable and in the best interests of the School District and its citizens and is hereby for all things approved.

Section II. The Superintendent of the School District or the Superintendent’s designee is hereby designated and authorized to act for the School District in all matters relating to the Agreement, including executing the Agreement on behalf of the Board of Trustees of the School District.

Section III. The Board delegates to the School District Superintendent or the Superintendent’s designee, to the fullest extent allowed under Texas Education Code §44.0312, any and all authority to take any action to provide the School District with low-cost goods and services under the Agreement.

Section IV. There is not a management fee or any other fee to be paid to TexBuy or Region 16 Education Service Center by the School district; therefore, the provisions of Texas Education Code §44.0331 do not apply.

Section V. It is the policy of Region 16 ESC, TexBuy and the School District not to discriminate on the basis of age, race, religion, color, national origin, sex, or handicap in its programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Section VI. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE \_\_20\_\_ DAY OF \_January\_\_ 2022\_\_\_\_\_.

(Authorized Signature)



\_\_\_\_Robert Dunn  
Board President

In witness thereof, I have hereunto set my hand and affixed my official seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Board Secretary



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** II.E.5.

**Agenda Item Title:** 2021-2022 T-TESS Certified Appraisers

**Cabinet Level Presenter(s):** Dr. Anita Frank

**Additional Presenter(s):**

**Executive Summary:** The District shall appraise teachers annually using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations. Each year the Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

**Recommendation:** The Board approves the additional 2021-2022 T-TESS Certified Appraisers

**Budget Impact\* (if applicable):** N/A

**Funding Source (if applicable):** N/A

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):** N/A

**Policy Reference (if applicable, list policy/regulation):** DNB Legal and Local

**Legal Review (if necessary, list attorney and firm):** N/A

*Anita Frank*

\_\_\_\_\_  
Cabinet Level Presenter's Signature

1/12/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date



**BEAUMONT INDEPENDENT SCHOOL DISTRICT  
T-TESS CERTIFIED APPRAISERS  
2021-2022**

<b>Last Name</b>	<b>First Name</b>	<b>Certification Status</b>	<b>Certification Year</b>
<b>Cooper</b>	Felicia	Certified	2021-2022
<b>Culpepper</b>	Erica	Certified	2021-2022
<b>Derry</b>	Angela	Certified	2021-2022
<b>Durst</b>	Bobby	Certified	2021-2022
<b>Jenkins</b>	Sylvia	Certified	2021-2022
<b>Liedy</b>	Betty	Certified	2021-2022
<b>Nelson</b>	Kareem	Certified	2021-2022



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** II.E.6.

**Agenda Item Title:** Consider approval of personnel for Roy Guess Elementary School for the 2021/2022 school year.

**Cabinet Level Presenter(s):** Derwin Samuels, Jr., Executive Director of Human Resources

**Additional Presenter(s):** Dr. Anita Frank, Assistant Superintendent of Elementary Administration

**Executive Summary:** In an effort to address reading level gaps, there is a need to focus on small group and one-on-one instruction. An instructional aide position would facilitate that need by supporting instructional services provided to the students.

**Recommendation:** To approve the addition of one (1) Instructional Aide position at Roy Guess Elementary School for the 2021-2022 school year.

**Budget Impact\* (if applicable):** N/A

**Funding Source (if applicable):** Title I Funds

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):** N/A

**Policy Reference (if applicable, list policy/regulation):** N/A

**Legal Review (if necessary, list attorney and firm):** N/A

*Derwin Samuels, Jr.*

Cabinet Level Presenter's Signature

*1/12/2022*

Date

*Chey Hernandez*

\*CFO Signature (required if there is a budget impact)

*1/12/2022*

Date

General Counsel's Signature

Date



- Copier, personal computer, typewriter, and audiovisual equipment

**SUPERVISORY RESPONSIBILITIES:**

Children

**WORKING CONDITIONS:**

**Mental Demands**

- Maintain emotional control under stress

**Physical Demands**

- Moderate standing, stooping, bending, and lifting

**Environmental Demands**

- Normal classroom environment
- Exposure to childhood communicable diseases; good general health and stamina needed

The above statements describe the general purpose and responsibilities assigned to the job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

Approved by Immediate Supervisor:	Date:
Reviewed by HR Director:	Date:
Received by Employee:	Date:

The Beaumont Independent School District does not discriminate on the basis of age, color, disability, national origin, race, religion, or sex in the educational programs or activities that it operates and is an equal opportunity employer.



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.E.7**

**Agenda Item Title:** Approve Memorandum of Understanding with Liberty Independent School District regarding administration of Commercial Driver License Testing

**Cabinet Level Presenter(s):** Peggy Haynes

**Additional Presenter(s):** Todd Coleman

**Executive Summary:** Currently, the District is facing an extreme shortage of bus drivers, in part due to the difficulty for candidates to obtain licensure. Liberty ISD is authorized to administer the Department of Public Safety certification test to obtain a Commercial Driver License (CDL). This MOU outlines that BISD will provide the vehicle necessary for the CDL examination, and the candidate will pay LISD's fee of \$150.00 to administer the CDL test. Should the candidate pass and accept employment with BISD, the employee may be eligible for reimbursement for the examination fee.

**Recommendation:** Approve the Memorandum of Understanding with Liberty Independent School District for Commercial Driver License Examination Services

**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):** Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**Policy Reference (if applicable, list policy/regulation):**

**Legal Review (if necessary, list attorney and firm):** Sierra Fisher, KBS Law

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date



**MEMORANDUM of UNDERSTANDING (MOU) for  
COMMERCIAL DRIVER LICENSE EXAMINATION SERVICES**

This Agreement for CDL Examination Services is made pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, between LIBERTY INDEPENDENT SCHOOL DISTRICT (**LISD**), a political subdivision of the State of Texas and BEAUMONT INDEPENDENT SCHOOL DISTRICT (**BISD**), a political subdivision of the State of Texas

WHEREAS, as part of the Texas Department of Public Safety's Third-Party Skills Testing Program, **LISD** has been authorized to administer the driving skills examination for Commercial Driver License (CDL) applicants.

WHEREAS, a CDL is required to use or operate a school bus and be employed as a bus driver for a Texas public school district.

WHEREAS, **BISD** has current and prospective employees who desire to take the CDL examination and would like for LISD to administer the CDL examination.

THEREFORE, pursuant to the authority granted by the Chapter 791 of the Texas Government Code. In the consideration of the premises and promises contained herein, agree to as follows:

**I. RIGHTS and RESPONSIBILITIES of the PARTIES**

- A. Upon request LISD agrees to provide, to the extent available, a CDL Third Party Skills Program Certified Commercial Examiner for the CDL examination at the Liberty test site.
- B. **BISD** and/or CDL Applicant will contact **TODD WARMING** at [tswarming@libertyisd.net](mailto:tswarming@libertyisd.net) in order to schedule an examination. LISD will schedule the examination as quickly as reasonably possible, if LISD is unable to schedule the examination within 30-days, LISD agrees to provide **BISD** written notice. LISD agrees to notify **BISD** of any change in contact information.
- C. LISD will make available upon request all valid certifications authorizing LISD to administer CDL examinations.
- D. **BISD** will provide the vehicle necessary for the CDL examination.
- E. The Administration fee for the examination is \$100.00 and \$50.00 for a retest. This fee is for LISD's administration cost ONLY and is in addition to any fees due to the Texas Department of Public Safety by the applicant. LISD will invoice the CDL candidate for all fees and payment is required prior to examination. Current Registration, Inspection Certificate, and Proof of Insurance is also required prior to examination. **BISD** is not liable to LISD for any fees or expenses related to the examination. If a **BISD** employee, the CDL candidate is not performing duties within the course and scope of the employee's job duties when engaging in the examination.

**II. TERM and TERMINATION**

The term of this agreement shall commence on the date of execution hereof by both parties and shall continue until either entity terminates agreement, with or without cause. TEN (10) days written notice is required to terminate this agreement.

### **III. ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties relating to the rights hereunder granted and the obligations herein assumed. Any oral representation or modification concerning this agreement shall be of no force unless in writing and signed by affected parties.

### **IV. COMPLIANCE with APPLICABLE LAWS**

All parties shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and policies of each party as they now exist or may be enacted or amended in the future.

### **V. CURRENT FUNDS**

The term of this MOU is a commitment of BISD's current revenue only. Notwithstanding anything to the contrary in this MOU, BISD is obligated to make payments only as approved each year by BISD's Board of Trustees. BISD's Board of Trustees retains the right to terminate the MOU at the expiration of each budget period of BISD.

### **VI. NOTICES**

Except as otherwise provided herein, all notices required to be given in writing under this MOU may be effected by ELECTRONIC MEANS, OVERNIGHT MAIL, FACSIMILE TRANSMISSION, CERTIFIED or REGISTERED MAIL. Notice to either party shall be sufficient if made or addressed to the following address. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party by ELECTRONIC MEANS, OVERNIGHT MAIL, FACSIMILE TRANSMISSION, CERTIFIED or REGISTERED MAIL.

**LIBERTY INDEPENDENT SCHOOL DISTRICT** Robert Ward  
Director of Maintenance and Operations  
Liberty ISD  
1600 Grand Ave.  
Liberty, TX 77575  
E-Mail: [rgward@libertyisd.net](mailto:rgward@libertyisd.net)  
Phone: 936-336-2673

**BEAUMONT INDEPENDENT SCHOOL DISTRICT**  
Todd Coleman  
Director of Transportation  
Beaumont ISD  
3395 Harrison Avenue  
Beaumont, TX 77706  
E-Mail: [tcolem3@bmtisd.com](mailto:tcolem3@bmtisd.com)  
Phone: 409-617-5000

### **VII. INSURANCE**

Each party shall maintain, and provide evidence of, liability insurance covering bodily injury and property damage arising from the acts of its own employees and prospective employees. LISD will not be liable for any personal injury or property damage arising from actions of any person that a CDL test is administrated to.

### **VIII. GOVERNING LAW**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas without regard to its conflict of laws provisions. The

mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

#### **IX. SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### **X. NO THIRD – PARTY BENEFICIARIES**

This Agreement shall NOT bestow any rights upon any third party.

#### **XI. HEADINGS**

The article headings used in this Agreement are used for reference only and not intended to define, limit, or describe the scope or intent of this Agreement.

#### **XII. NO WAIVER OF IMMUNITY**

The execution of this Agreement and the performance by LISD and/or BISD of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and LISD and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to LISD and/or BISD, its trustees, officers, employees, or agents under federal or Texas law.

#### **XIII. NO WAIVER**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

#### **XIV. RELATIONSHIP OF THE PARTIES**

It is the intention of the parties that LISD be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either LISD or any employee, volunteer, or agent of LISD, nor shall anything in this Agreement be construed as creating or establishing a joint venture or business partnership between BISD and either LISD or any employee, volunteer or agent of LISD.

#### **XV. NO ASSIGNMENT**

Neither this Agreement, nor any duties or obligations under it shall be assignable by LISD without the prior written acknowledgement and authorization of BISD.

#### **XVI. AMENDMENT**

This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached and incorporated in this Agreement.

**XVII. NON-EXCLUSIVITY**

Nothing in this Agreement may be construed to imply that LISD has the exclusive right to provide BISD the services contemplated by this Agreement. During the Term of this Agreement, BISD reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of LISD. In addition, nothing in this Agreement may be construed to require that BISD purchase any specific amount, quantity, or quota of services from LISD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which deemed to be an original, but all which shall constitute but one Agreement.

**LIBERTY INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BEAUMONT INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Robert C. Dunn, Sr., President Board of Trustees

DATE: \_\_\_\_\_



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.E.8.**

**Agenda Item Title:** Approve of project delivery and contract award method to be used for construction contracts

**Cabinet Level Presenter(s):** Cheryl Hernandez and Peggy Haynes


**Executive Summary:** Texas Government Code section 2269.056 requires that any school district that considers procuring a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine the delivery method that provides the best value for the district, and the Board of Trustees must determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. Pursuant to Board Policy CV (Local) the administration recommends that Competitive Sealed Proposal (CSP) be utilized as the project delivery/contract award methods for the construction projects summarized below.

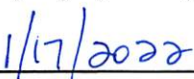
Project	Location	Project Delivery/Contract Award	Funding Type
HVAC Upgrades	Pathways	Competitive Sealed Proposal (CSP)	Local
Roof Repair/Replacement	Pathways	Competitive Sealed Proposal (CSP)	Local
Interior Upgrades (Paint, insulation, door replacement, ceiling tile replacement, wall repair and sheet rock, flooring replacement, etc.)	Pathways	Competitive Sealed Proposal (CSP)	Local
Lighting Upgrades	All locations excluding Phase I	Competitive Sealed Proposal (CSP) *previously approved Job Order Contracting in October 2021; however, due to funding eligibility and supply chain issues, no award made. The administration now recommends CSP to provide a better value for the District.	Federal

**Recommendation:** Approve project delivery method and contract award method of Competitive Sealed Proposal (CSP) for the construction projects as identified above.

**Budget Impact\* (if applicable):** Pathways Projects ~\$800,000, Lighting ~ \$6,000,000

**Policy Reference (if applicable, list policy/regulation):** CV (Legal) and (Local)

  
 \_\_\_\_\_  
 Cabinet Level Presenter's Signature

  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 \*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 General Counsel's Signature

\_\_\_\_\_  
 Date



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.F.2.**

**Agenda Item Title:** Approve Budget Amendments

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):**

**Executive Summary:**

**Recommendation:** Approve budget amendment GF-7 and accept amendments SR13 and SR14.

**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):**

**Policy Reference (if applicable, list policy/regulation):**

**Legal Review (if necessary, list attorney and firm):**

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

## Explanations of January Budget Amendments

### General Fund GF-7

- Transfer a total of \$48,415 from Curriculum (801) instructional general supplies to:
  - \$38,415 to staff development education service center for Region 5 Grown Your Own Program
  - \$8,000 to instructional leadership general supplies for Curriculum Supervisor's supplies
  - \$2,000 to instructional leadership employee travel for Curriculum Supervisor's workshops & trainings.
- Transfer \$450 from instructional general supplies to staff development employee travel to attend the Space Exploration Conference – Planetarium (841).
- Transfer \$60,000 from school leadership exempt employee salaries to guidance & counseling exempt employee salaries to repurpose PCN for a High School Testing Coordinator at ECHS.
- Transfer \$6,200 from guidance & counseling professional services to instructional professional services for Team Elevate – Special Education (814).
- Transfer \$400,000 from instructional exempt employee salaries to security & monitoring misc contracted services for additional police contracted services – Police Dept (850).
- Increase maintenance budget \$800,000 for the renovation at Pathways.

### SR13

- Fund 255 Transfer Title II funds to cover the Grow your Own expense from Region V.

### SR14

- Fund 282 Transfer HB4545 funds from function 11 to function 21 to cover lead positions expenses.

**2021-2022 BUDGET AMENDMENT NUMBER GF-7**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b><u>Expenditures</u></b>			
199.11.6399.49.801.11.000	129,150	(48,415)	80,735
199.13.6239.49.801.99.000	-	38,415	38,415
199.21.6399.49.801.99.000	7,425	8,000	15,425
199.21.6411.49.801.99.000	6,400	2,000	8,400
199.11.6399.49.841.11.295	2,500	(450)	2,050
199.13.6411.49.841.99.295	250	450	700
199.23.6119.90.043.99.000	226,985	(60,000)	166,985
199.31.6119.90.013.99.000	64,286	60,000	124,286
199.31.6219.65.814.23.000	25,000	(6,200)	18,800
199.11.6219.65.814.23.000	25,263	6,200	31,463
199.11.6119.90.008.11.000	3,708,793	(400,000)	3,308,793
199.52.6299.69.850.99.000	230,000	400,000	630,000
199.51.6299.80.006.99.000	-	800,000	800,000
 Total Expenditures		<u><b>800,000</b></u>	
 Net Change in the General Fund Budget		<u><b>(800,000)</b></u>	

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**2021-2022 BUDGET CHANGE**

Total Revenues/Other Sources	173,445,347		173,445,347
Total Expenditures	<u>176,495,817</u>	<u>800,000</u>	<u>177,295,817</u>
 2021-2022 Adjusted	 (3,050,470)	 (800,000)	 (3,850,470)

**2021-2022 BUDGET AMENDMENT NUMBER SR-14**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b>Instruction</b>			
255.11.6399.00.854.24.000	148,118	(118,000)	266,118
<b>Curriculum Development &amp; Inst</b>			
255.13.6239.00.854.24.000	-	128,775	128,775
255.13.6299.00.854.24.000	76,000	(4,000)	72,000
255.13.6395.00.854.24.000	5,000	(3,300)	1,700
255.13.6499.00.854.24.000	4,000	(3,475)	525
	-		-
Total Expenditures		<u>-</u>	

Net (Increase) ESEA TITLE II

-

**2021-2022 BUDGET CHANGE**

Total Revenues/Other Sources	908,123	-	908,123
Total Expenditures	<u>908,123</u>	<u>-</u>	908,123
2021-2022 Adjusted	-	-	-

**2021-2022 BUDGET AMENDMENT NUMBER SR-13**

	<b>Current Budget</b>	<b>Change</b>	<b>Amended Budget</b>
<b>Instruction</b>			
282.11.6117.00.130.30.HB4	52,000	(8,640)	43,360
282.11.6117.00.127.30.HB4	58,000	(8,640)	49,360
282.11.6117.00.047.30.HB4	172,000	(8,640)	163,360
282.11.6117.00.046.30.HB4	203,000	(8,640)	194,360
282.11.6117.00.128.30.HB4	70,000	(8,640)	61,360
282.11.6117.00.012.30.HB4	19,500	(8,640)	10,860
282.11.6117.00.048.30.HB4	247,000	(8,640)	238,360

<b>Instructional Leadership</b>			
282.21.6117.00.130.30.HB4	-	8,640	8,640
282.21.6117.00.127.30.HB4	-	8,640	8,640
282.21.6117.00.047.30.HB4	-	8,640	8,640
282.21.6117.00.046.30.HB4	-	8,640	8,640
282.21.6117.00.128.30.HB4	-	8,640	8,640
282.21.6117.00.012.30.HB4	-	8,640	8,640
282.21.6117.00.048.30.HB4	-	8,640	8,640

<b>Total Expenditures</b>		<b>-</b>	
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<b>Net (Increase) ARP ESSER III</b>		<b>-</b>	
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**2021-2022 BUDGET CHANGE**

Total Revenues/Other Sources	38,072,811	-	38,072,811
Total Expenditures	38,072,811	-	38,072,811
 2021-2022 Adjusted	-	-	-



## Board Exhibit Cover Sheet

**Meeting Date:** January 20, 2022

**Agenda Item/Exhibit Number:** **II.F.3.**

**Agenda Item Title:** Approve Purchases over \$50,000.00

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Dr. Anita Frank

**Executive Summary:** The attached list reflects the purchase over \$50,000.00.

**Recommendation:** Approve purchases in the amounts shown on attached list.

**Budget Impact\* (if applicable):** General Fund: - \$424,000.00  
Federal Fund: - \$63,251.00

**Funding Source (if applicable):** Federal Fund

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):** Ch. 44.031, EDGAR, 2 CFR 200

**Policy Reference (if applicable, list policy/regulation):** CH (LOCAL), CV (Legal)

**Legal Review (if necessary, list attorney and firm):** N/A

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date



### General Fund

Vendor	Department	Description/Justification of Purchase	Contract #	Cost
Architectural Alliance	Maintenance	Design, scope, and develop architectural drawings and site plans for West Brook auxiliary building.	RFP #22.06	Not to exceed \$184,000.00
Architectural Alliance	Maintenance	Design, scope, and develop architectural drawings and site plans for Babe Transportation facility.	RFP #22.06	Not to exceed \$240,000.00

### Federal Fund

CDW-G	Curriculum	Purchase 19 interactive panels with on-board computers and mobile stands for classroom instruction at Regina Howell Elementary.	TIPS #200105	\$63,251.00
<b>TOTAL</b>				<b>\$63,251.00</b>

 **AIA**® Document B101™ – 2017

**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_ in the year

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

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

Beaumont Independent School District  
3395 Harrison Avenue  
Beaumont, Texas 77706

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

Architectural Alliance, Inc.  
350 Pine Street, Suite 720  
Beaumont, Texas 77701  
J. Rob Clark, AIA, VP

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

West Brook High School Auxiliary Field House

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.

init.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
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- 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.)*

**This Phase I services agreement** serves to provide architectural and civil engineering services to evaluate the existing site, determine how district can utilize for initial bus facility with temporary office and restroom facilities, new fencing, gates, lighting, street modifications as required by the City of Beaumont, and development of an overall master plan for the site to permit organized future added phases of work to include new bus fueling centers, bus maintenance facility, bus wash systems, administration building and other additions as may be identified needed to paved areas, draining, and lighting. The architects will serve as agents for Beaumont ISD in making applications for street abandonment, engineering modification to streets and review of masterplan with the City of Beaumont various departments in hand with Beaumont Administrative Staff.

**A separate architectural and engineering percentage fee contract** will be prepared for the future Phase II and III new facilities as funding becomes available for this project and approved by the district.

§ 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.)*

The proposed site for the New Beaumont ISD Transportation Centers is the existing Babe Zaharias Stadium site and the adjacent existing small bus parking and fueling center north of Cotton Avenue.

§ 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.)*

A Budget will be developed during the review process and development of master plan.

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

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

NA

§ 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 Bid or Job Order Contract Procurement.

§ 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.)*

To be determined  
*(Paragraph Deleted)*

§ 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.)*

Peggy Haynes  
Director Payroll, Benefits & Risk Management  
Business finance Department  
3395 Harrison Avenue  
Beaumont, TX 77706  
409-617-5035  
Phaynel@bmtisd.com

§ 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.)*

Beaumont Facilities Maintenance Department Staff as directed by the district

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

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

.1 Geotechnical Engineer:

Science Engineering only if required for civil construction this phase

.2 Civil Engineer:

Fittz & Shipman will provide services through Architectural Alliance invoiced on hourly basis.

.3 Other, if any:

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

MEP Engineering as might be needed for Phase I power grid set-up, site lighting, sewer and water.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address, and other contact information.)*

J. Rob Clark  
Architectural Alliance, Inc.  
350 Pine St., Suite 720  
Beaumont, TX 77701

§ 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:

Fittz & Shipman Engineering only upon approval by the Owner.

.2 Mechanical Engineer:

To be determined based on required services developed in this initial phase

.3 Electrical Engineer:

MEPTech Engineering, Inc.  
Laurence Laserna  
As might be required in this initial phase

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 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 and all of its consultants represents they are 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, Five Thousand ( \$ 5,000 ) each employee, and Two Million ( \$ 2,000,000 ) 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.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

§ 2.6 The Architect shall review and be responsible for compliance with all laws, codes and regulations applicable to Architect's services, including and without limitation, school facility standards found in 19 Texas Administrative Code section 61.1036 and the Texas Health and Safety Code Chapter 341. The Architect shall comply with all policies, regulations and rules of the Owner, including but not limited to, those related to employee conduct, fraud and financial impropriety. Architect shall comply with all laws in the Texas Education Code related to notification of felony convictions.

### 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.

§ 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<sup>TM</sup>-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 and promptly report to the Owner in writing.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. The Architect shall promptly notify the Owner orally and in writing of any observed fault or defect in the Project or nonconformance with Contract documents upon discovery of defect or nonconformance. Architect shall notify Owner in writing of all corrective actions taken or suggested. 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,

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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/Civil Engineer
§ 4.1.1.2 Multiple preliminary designs	Architect/Civil Engineer
§ 4.1.1.3 Measured drawings	Civil Engineer
§ 4.1.1.4 Existing facilities surveys	Owner/Architect/Civil Engineer
§ 4.1.1.6 Building Information Model management responsibilities	NA
§ 4.1.1.7 Development of Building Information Models for post construction use	NA
§ 4.1.1.8 Civil engineering	Civil Engineer
§ 4.1.1.9 Landscape design	Architect as required by city of Beaumont
§ 4.1.1.10 Architectural interior design	NA
§ 4.1.1.11 Value analysis	Owner/Architect/Civil Engineer
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	Architect/Civil Engineer
§ 4.1.1.14 Conformed documents for construction	Architect/Civil Engineer
§ 4.1.1.15 As-designed record drawings	Architect/Civil Engineer
§ 4.1.1.16 As-constructed record drawings	General Contractor/Construction Manager
§ 4.1.1.17 Post-occupancy evaluation	Owner/Architect-Civil Engineer
§ 4.1.1.18 Facility support services	NA
§ 4.1.1.19 Tenant-related services	NA
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	NA
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	NA
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NA
§ 4.1.1.25 Fast-track design services	NA
§ 4.1.1.26 Multiple bid packages	To be determined
§ 4.1.1.27 Historic preservation	NA
§ 4.1.1.28 Furniture, furnishings, and equipment design	NA

§ 4.1.1.29 Other services provided by specialty Consultants	NA
§ 4.1.1.30 Other Supplemental Services	NA

**§ 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.)*

As might be requested by the Owner

§ 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.)*

As might be requested by Owner

§ 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.

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§ 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 2 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 1 every 2 weeks ( ) visits to the site by the Architect during construction
- .3 2 ( ) 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 1 ( ) 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 ( ) 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.

Init.

§ 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 Subject to Section 8.1.1, the Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by submission to a mediator mutually acceptable to the parties. In the event that the parties are unable to agree on a mediator, then the mediation shall be conducted by the Center for Public Policy Dispute Resolution at the University of Texas School of Law. Requests for mediation shall be made in writing

within thirty (30) days after the completion of the Owner's grievance policy [GF (LEGAL) and (LOCAL) or other policy as designated by Owner]. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the 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.

(Paragraphs Deleted)

#### 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:

NA

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

NA

§ 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.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law related to or relevant to the Project, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethical, conflict of interest or any other applicable polices.

#### 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.

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§ 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:

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

Compensation for architectural services based on hourly basis for Phase I per attached hourly rate sheet.

*(Paragraph Deleted)*

Compensation for civil engineering services based on hourly basis for Phase I per attached hourly rate sheet plus 10% architect administrative fee  
Invoices for services shall be submitted to the Owner the 1<sup>st</sup> day following each month and shall include all incurred time for architect and each consultant as requested by the Owner as part of the scope of work.

§ 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.)*

NA

§ 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.)*

NA

§ 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 Ten percent ( 10% ), or as follows:

*(Paragraph Deleted)*

§ 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:

*(Table Deleted)*

NA

§ 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.)*

Hourly Rates

*(Table Deleted)*

**See attached hourly rate sheet for architect and two consultants**

§ 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; NA

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; NA
- .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; NA
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; NA
- .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; NA
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; NA
- .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, subject to written notice to Owner and Owner's written approval prior to incurring expense.

**§ 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 ) 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. Not applicable as invoicing for services to be based on hourly basis for this Phase I of this project only.

### **§ 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 ( ) 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.)*

**Invoices for services to be made following the first day of each month for the prior month's services.**

**§ 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.)*

INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 16.008(c)), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONTRACTOR(S), ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH MAY DIRECTLY ARISE FROM ANY ACT OF NEGLIGENCE ON THE PART OF ARCHITECT OR ANY BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents.

§ 12.1 Pursuant to Texas Education Code section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

## 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

*(Paragraph Deleted)*

HOURLY RATE SHEET ARCHITECTURAL ALLIANCE, INC.

*(Paragraph Deleted)*

HOURLY RATE SHEET FITZ & SHIPMAN ENGINEERING

*(Paragraph Deleted)*

HOURLY RATE SHEET MTECH ENGINEERING

Init.

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

HOURLY RATE SHEET ARCHITECTURAL ALLIANCE, INC.

(Paragraphs Deleted)

(Paragraph Deleted)

(Paragraph Deleted)

(Paragraph Deleted)

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
J. Rob Clark, AIA. VP 3212 TX Registration

\_\_\_\_\_  
(Printed name, title, and license number, if required)

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas, 75758, Telephone (512) 458-1363, has jurisdiction over individuals licensed under the Architects registration Law, Article 249a, Vernon's Texas Civil Statutes.

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

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

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

Beaumont Independent School District  
3395 Harrison Avenue  
Beaumont, Texas 77706

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

Architectural Alliance, Inc.  
350 Pine Street, Suite 720  
Beaumont, Texas 77701  
J. Rob Clark, AIA, VP

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

Initial Transportation Center Site Study and Phase I Improvements and City of Beaumont  
Compliance Study  
For Beaumont Independent School District  
Babe Zaharias Site  
Beaumont, Texas

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.

Init.

TABLE OF ARTICLES

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- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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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.)*

Preliminary programming and planning already performed

§ 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.)*

New auxiliary field house located northeast of the corner of the main gymnasium and adjacent to the existing tennis courts which will be replaced. Topographical survey is pending.

§ 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.)*

Estimated construction cost of \$2,151,077.00

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

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.1 Design phase milestone dates, if any:

Schematic Design Phase drawings delivered two weeks from signing of agreement.  
Design Development drawings approximate three weeks.  
Construction Document drawings approximate five weeks  
Contractor JOC pricing phase 2 weeks

.2 Construction commencement date:

Approximate 13 weeks from signing of Owner-Architect Agreement

.3 Substantial Completion date or dates:

To be determined by general contractor a part of the submission of bid

.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.)*

Job Order Contract with selected general contractor.

§ 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.)*

Sustainable goal per applicable IBC and National Energy Code  
*(Paragraph Deleted)*

§ 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.)*

Peggy Haynes  
Director Payroll, Benefits & Risk Management  
Business Finance Department  
3395 Harrison Avenue  
Beaumont, TX 77706  
409-617-5035  
Phayne1@bmtisd.com

§ 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.)*

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

.1 Geotechnical Engineer:

Under separate contract with BISD  
Architects recommend Science Engineering, Yousef Rahmani  
P.O. Box 2048  
Nederland, TX 77627  
409-727-2218

.2 Civil Engineer:

Fittz and Shipman Engineering  
Daniel Dotson PE, President  
1405 Cornerstone Court  
Beaumont, TX 77706  
409-832-7238

(Paragraph Deleted)

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

J. Rob Clark  
Architectural Alliance, Inc.  
350 Pine St., Suite 720  
Beaumont, TX 77701  
409-866-7196  
rclark@architect-aia.com

§ 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:

Fittz and Shipman Engineering  
Daniel Dotson, PE, President  
1405 Cornerstone Court  
Beaumont, TX 77706  
409-832-7238

.2 Mechanical Engineer:

Salas O'Brien MEP Dan Stephens, Senior VP Project Manager/Sean Holder, Principal Director of  
MEP Design  
10930 West Sam Houston Parkway North #900  
Houston, TX 77064  
281-664-1900

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(Paragraph Deleted)

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

Prior review and approved preliminary programming and planning documents.

§ 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 and all of its consultants represents they are 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.

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§ 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, Five Thousand ( \$ 5,000 ) each employee, and Two Million ( \$ 2,000,000 ) 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.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

§ 2.6 The Architect shall review and be responsible for compliance with all laws, codes and regulations applicable to Architect's services, including and without limitation, school facility standards found in 19 Texas Administrative Code section 61.1036 and the Texas Health and Safety Code Chapter 341. The Architect shall comply with all policies, regulations and rules of the Owner, including but not limited to, those related to employee conduct, fraud and financial impropriety. Architect shall comply with all laws in the Texas Education Code related to notification of felony convictions.

### 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.

§ 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

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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 and promptly report to the Owner in writing.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. The Architect shall promptly notify the Owner orally and in writing of any observed fault or defect in the Project or nonconformance with Contract documents upon discovery of defect or nonconformance. Architect shall notify Owner in writing of all corrective actions taken or suggested. 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,

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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

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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	Owner/Architect
§ 4.1.1.3 Measured drawings	Civil Survey Engineer by Owner
§ 4.1.1.4 Existing facilities surveys	Owner/Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Applicable This Project
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Applicable This Project
§ 4.1.1.8 Civil engineering	Owner/Architect/Engineer
§ 4.1.1.9 Landscape design	NA
§ 4.1.1.10 Architectural interior design	Owner/Architect/Interior Designer
§ 4.1.1.11 Value analysis	Owner/Architect/Contractor
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Job Order Contractor
§ 4.1.1.13 On-site project representation	Architect/Engineers
§ 4.1.1.14 Conformed documents for construction	Contractor set maintained on site
§ 4.1.1.15 As-designed record drawings	Contractor set maintained on site
§ 4.1.1.16 As-constructed record drawings	Contractor set maintained on site
§ 4.1.1.17 Post-occupancy evaluation	Owner/Architect/Contractor
§ 4.1.1.18 Facility support services	NA
§ 4.1.1.19 Tenant-related services	NA
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Owner/Architect/Civil Survey
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	NA
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NA Except as required by codes
§ 4.1.1.25 Fast-track design services	NA
§ 4.1.1.26 Multiple bid packages	NA
§ 4.1.1.27 Historic preservation	NA
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner/Architect as requested
§ 4.1.1.29 Other services provided by specialty Consultants	NA
§ 4.1.1.30 Other Supplemental Services	NA

#### § 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

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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.)*

There are no supplemental services identified for this project.

§ 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.)*

There are no supplemental services identified for this project.

§ 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 2 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 1 (week + ) visits to the site by the Architect during construction
- .3 1 ( upon notice by contractor) 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 1 ( upon notice by contractor ) 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 ( ) 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.

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§ 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

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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

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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 Subject to Section 8.1.1, the Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by submission to a mediator mutually acceptable to the parties. In the event that the parties are unable to agree on a mediator, then the mediation shall be conducted by the Center for Public Policy Dispute Resolution at the University of Texas School of Law. Requests for mediation shall be made in writing within thirty (30) days after the completion of the Owner's grievance policy [GF (LEGAL) and (LOCAL) or other policy as designated by Owner]. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the 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.

*(Paragraphs Deleted)*

#### 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

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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:

NA

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

NA

§ 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.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law related to or relevant to the Project, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethical, conflict of interest or any other applicable polices.

## 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.

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§ 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:

*(Paragraph Deleted)*

- .1 Stipulated Sum  
*(Insert amount)*

*(Paragraph Deleted)*

- .2 Percentage Basis  
*(Insert percentage value)*  
(7.8 )% Fee of the total construction cost of project

*(Paragraph Deleted)*

- .3 Other  
*(Describe the method of compensation)*

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Invoices for services shall be submitted to the Owner the 1<sup>st</sup> day following each month and shall include all incurred time for architect and each consultant as requested by the Owner as part of the scope of work.

§ 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.)*

NA

§ 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.)*

Hourly Basis Rate Sheet attached with this agreement

§ 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 Ten percent ( 10% ), or as follows:

*(Paragraph Deleted)*

§ 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:

*(Table Deleted)*

Schematic Design Phase	Fifteen	percent	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
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.)*

## Hourly Rates

Principal: Architect	\$180.00
Project Manager / Architect Coordinator	\$125.00
Designer III	\$105.00
Designer II	\$ 80.00
Designer I	\$ 65.00
Clerical / Bookkeeping	\$ 65.00

### § 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; NA
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; NA
- .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; NA
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; NA
- .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; NA
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; NA
- .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, subject to written notice to Owner and Owner's written approval prior to incurring expense.

§ 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 NA ( \$ \$ ) 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 NA ( \$ ) 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. Not applicable as invoicing for services to be based on hourly basis for this Phase I of this project only.

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**§ 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 ( ) 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.)*

Invoices for services to be made following the first day of each month for the prior month's services.

§ 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.)*

INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 16.008(c), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONTRACTOR(S), ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH MAY DIRECTLY ARISE FROM ANY ACT OF NEGLIGENCE ON THE PART OF ARCHITECT OR ANY BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents.

§ 12.1 Pursuant to Texas Education Code section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

**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.

Init.

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect  
(Paragraph Deleted)

HOURLY RATE SHEET ARCHITECTURAL ALLIANCE, INC.

(Paragraphs Deleted)

(Paragraph Deleted)

(Paragraph Deleted)

(Paragraph Deleted)

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

J. Rob Clark, AIA, VP 3212 TX Registration

\_\_\_\_\_  
(Printed name, title, and license number, if required)

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas, 75758, Telephone (512) 458-1363, has jurisdiction over individuals licensed under the Architects registration Law, Article 249a, Vernon's Texas Civil Statutes.

# QUOTE ANALYSIS FORM

Form version 7.23.2019



## INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
  - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

### Quote Analysis Summary

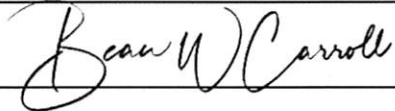
All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.

<b>Vendor Name:</b>	CDW-G	<b>Quote Total:</b>	\$ 63,251.00
<b>Summary:</b>	Purchase of 19 65" interactive panels with onboard computer and mobile stand for classroom instruction		
<b>Vendor Name:</b>	Touchboards	<b>Quote Total:</b>	\$ 67,895.01
<b>Summary:</b>	Purchase of 19 65" interactive panels with onboard computer and mobile stand for classroom instruction		
<b>Vendor Name:</b>	Star Systems	<b>Quote Total:</b>	\$ 81,491.00
<b>Summary:</b>	Purchase of 19 65" interactive panels with onboard computer and mobile stand for classroom instruction		

**Vendor Selected:** CDW-G (TIPS 200105)

**Selection Justification:** CDW-G has consistantly provided the lowest price and best service on the Newline Panels.

**Name of Person Completing this Form:** Beau W. Carroll

**Signature:** 

**NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE REQUISITION.**

# QUOTE CONFIRMATION



DEAR BEAU CARROLL,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNNF060	1/6/2022	NEWLINE PANELS	0792983	\$63,251.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">NEWLINE 65" RS BUN W/MBL STD&amp;IS OPS</a> Mfg. Part#: EPR8A65CRB-BDL2 65" Interactive Flat Panel OPS Mobile Stand 7 year advance replacement warranty included Contract: TIPS Technology Solutions Products and Services (200105)	19	6583576	\$2,960.00	\$56,240.00
<a href="#">AVBUNDLE-PERUNIT(10UNITMIN)</a> Mfg. Part#: EBR-33713-1 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	19	6582559	\$369.00	\$7,011.00

PURCHASER BILLING INFO	SUBTOTAL	\$63,251.00
<b>Billing Address:</b> BEAUMONT INDEPENDENT SCHOOL DIST ACCOUNT PAYABLE PO BOX 672 BEAUMONT, TX 77704-0672 <b>Phone:</b> (409) 617-5072 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$63,251.00</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> BEAUMONT ISD 1650 CALDWELL AVE BEAUMONT, TX 77703-5111 <b>Shipping Method:</b> DROP SHIP-COMMON CARRIER	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	<b>CDW Account Team - Mike and Matt</b>	(866) 229-6142	mikeandmatt@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$63,251.00	\$1,695.76/Month	\$63,251.00	\$1,958.88/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?